

DD Month 2025

Client Name

Master Services Agreement.

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Master Services Agreement

THIS AGREEMENT is made on DD MONTH YYYY ("Commencement Date")

BETWEEN

- a) **Reading Room Digital Limited** incorporated and registered in England and Wales with company number 05645611 whose registered office is at Harling House, 47-51 Great Suffolk Street, London, SE1 OBS, United Kingdom ("**Supplier**"); and
- b) **Client Name**, a company registered in **Country** whose registered office is at **Registered Address** ("**Client**")

Each a "**Party**" and together the "**Parties**"

WHEREAS

- a) The Supplier is engaged in the business of providing a variety of services to third parties such as the Client.
- b) The Client wishes to appoint the Supplier, and the Supplier wishes to accept its appointment by the Client, as its non-exclusive Supplier, to deliver one or more Projects and the Services specified for such Project(s), and / or ongoing Retained Services, subject to the terms and conditions contained in this Agreement and any Work Orders.
- c) For the avoidance of any doubt, the execution of this Master Services Agreement provides a framework for engagement principles between the Client and the Supplier in the provision of services. The Master Services Agreement does not commit either Party to the provision of services or financial commitments. The provision of services and financial commitments are defined and committed through individual Work Orders called off and governed under the terms of the Master Services Agreement.

IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.1. In this Agreement including the Schedules the following words and expressions shall have the following meanings:

"Agreement"	this agreement, the schedules referred to in it, and any Work Orders entered into pursuant to this agreement;
"Business Day"	a day (other than a Saturday or Sunday) on which clearing banks are ordinarily open for business in the City of London;
"Business Hours"	between 9:00am and 5:30pm on a Business Day in the relevant location where the work is being carried out of the obligations are to be performed;
"Commencement Date"	the date of the Agreement;
"Confidential Information"	all designs, drawings, data, specifications, processes, procedures, Intellectual Property, trade secrets, reports, records, including details of customers, suppliers and similar databases and all other technical, financial, business and similar information relating to the Services or to the Client acquired during the performance of the Services whether or not such information is reduced to a tangible form or marked in writing as "confidential";
"Costs"	the price to be paid by the Client to the Supplier detailed in applicable Work Order;
"Data"	all data (in eye or machine-readable form) supplied by the Client to the Supplier or acquired, created or processed by the Supplier in connection with this Agreement, and the printouts, reports, output and other data resulting from the processing undertaken by the Supplier in connection with this Agreement;

“Deliverables”

means the products of the Services including, as applicable, all works of authorship, documents, reports, data, databases, software, Source Code Materials, programs, methods, methodologies, technical and commercial information, results, designs, illustrations, artwork, diagrams, graphics, music, audio visual recordings, sound recordings and any other subject matter or materials, in whatever form or medium due to be delivered to the Client under this Agreement, including and without limitation those described in applicable Work Order(s);

“Force Majeure Event”

means an act, event or circumstance beyond the control of the Parties, including but not limited to acts of God (such as but not limited to, floods, earthquakes), war, hostilities, riots, strikes, or acts or threats of terrorism;

“Launch”

means where the Deliverables are deployed, by any Party into a production environment, except where mutually agreed otherwise under a specific Work Order;

“Intellectual Property”

means any and all patents, trademarks, service marks, registered designs, drawings, utility models, design rights, copyrights (including but not limited to copyright in computer software), database rights, semiconductor topography rights, inventions (trade secrets and other confidential information), technical information, know-how, business or trade names, goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

“Master Services Agreement”

means this set of terms and conditions used to govern each Work Order as defined below;

“Mutually Agreed”

mutually agreed in writing between the Client and the Supplier;

"Open-Source Software"	any software licensed under any form of open-source licence including, but not limited to, licences meeting the Open-Source Initiative's Open-Source Definition;
"Project(s)"	means any Project(s) agreed between the parties from time to time under which Supplier is to perform Services and supply Deliverables to Client in accordance with this Agreement as more fully described in the applicable Work Order;
"Retained Services"	the ongoing retained services to be provided by the Supplier as detailed in a Work Order;
"Services"	the services, either Retained Services or otherwise, to be provided by the Supplier as detailed in a Work Order;
"Software Licence(s)"	the licence(s) granted by third party software owner(s) for the right for the Supplier and the Client to use such third-party software included in the Deliverables under the Services and any licence(s) granted by the Supplier to the Client for the right to use the Suppliers retained software;
"Source Code Materials"	the source code of the software and all technical information and documentation required to enable the Client to modify and operate the software contained within the Deliverables; and
"Work Order"	means one or more documents as agreed and signed by the parties from time to time containing, amongst other things, a description of each Project, Service or Retained Service and which shall incorporate and terms and conditions of this agreement.

- 1.2. The headings in this Agreement are inserted only for convenience and shall not affect its construction or interpretation.
- 1.3. Where appropriate words denoting a singular number only shall include the plural and vice versa and, unless the context otherwise requires, words denoting a feminine gender shall include the masculine/neuter and vice versa.
- 1.4. Reference to any law is a reference to it as it is in force for time being, taking account of any amendments, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

2. Operation of this Agreement

- 2.1. Each Work Order and any Appendices to the Work Order shall create a separate Contract under the terms and conditions of this Agreement. If there is a conflict between the provisions of this Agreement and a Contract under a Work Order, this Agreement will prevail, except that any Special Conditions will prevail over any conflicting or inconsistent provisions in this Agreement in respect only of the Contract created by the Work Order in which the relevant Special Conditions are set out.

3. Commencement and Duration

- 3.1. The Agreement shall commence on the Commencement Date and shall continue thereafter 2 unless terminated earlier in accordance with **Clause** 13 (Termination).

4. Costs

- 4.1. In consideration of the Services provided by the Supplier the Client shall pay to the Supplier the Costs at the times set out in the applicable Work Order. In addition, Costs in respect of Projects costs will be payable against achievement to the Client's satisfaction of the payment milestones set out in that Work Order; and for Retained Services, these shall be paid at the frequency set out within the applicable Work Order.
- 4.2. The Costs are exclusive of VAT and out-of-pocket expenses. Out-of-pocket expenses shall not be incurred without the prior written agreement of the Client. The Supplier agrees to provide satisfactory evidence of expenditure of any expenses prior to any reimbursement.
- 4.3. The Supplier's invoices shall be presented in accordance with the applicable Work Order. All payments shall be made by the Client within 30 (thirty) days from the date of the Supplier's undisputed invoice. All payments shall be made by the Client by bank transfer to the account of the Supplier at a bank to be nominated in writing by the Supplier. If the Client disputes any invoice, whether in whole or in part, the Client will provide the Supplier with notice of such dispute and the Parties shall work together in good faith to resolve any such dispute.
- 4.4. If any fee is overdue, Supplier shall be entitled upon 30 (thirty) days' prior written notice without limiting its other remedies under this Agreement to:
- a. suspend the Services until such payment is made in full; and
 - b. claim interest on any late payment due at the rate of 3% per annum above the base rate for the time being of Barclays Bank.

- 4.5. Payment by the Client shall be without prejudice to any claims or rights which the Client may have against the Supplier and shall not constitute any admission by the Client as to the performance by the Supplier of its obligations hereunder.

5. Obligations and Warranties of the Supplier

- 5.1. The Supplier shall provide the Services in the manner described in the applicable Work Order (or any specification agreed in writing by the Parties from time to time.
- 5.2. The Supplier shall perform the Services with reasonable due care, skill and diligence, and in accordance with the standards as agreed between the Parties in writing throughout the course of the Project in the applicable Work Order. The Supplier shall use all reasonable endeavours to ensure that any dates specified for provision of the Services are met.
- 5.3. The Supplier shall be deemed to have satisfied itself as regards the nature and extent of the Services, the supply of and conditions affecting labour and the equipment necessary for the performance of the Services.
- 5.4. The Supplier shall keep detailed records of all things done by it in relation to the provision of the Services and at the Client's reasonable request shall make them available for inspection and/or provide copies to the Client.
- 5.5. The Supplier shall at all times during the period of this Agreement co-operate fully with the Client and give due consideration to all lawful and reasonable directions of the Client in relation to provision of the Services.
- 5.6. The express terms of this Agreement govern the contractual relationship of the parties and all other terms implied by statute, common law, custom, trade usage, course of dealing or otherwise, are hereby excluded to the fullest extent permitted by law.
- 5.7. The Supplier agrees to:
- a. conduct business in a manner which reflects favourably at all times on the Client and the good name, goodwill and reputation of the Client; and
 - b. avoid deceptive, misleading or unethical practices that are or might be detrimental to the Client, including but not limited to disparagement of the Client.

6. Obligations and Warranties of the Client

- 6.1. The Client warrants that, should the Client make available to or specify use by the Supplier of any third-party intellectual property rights in the course of this Agreement, it has or will obtain all necessary consents, approvals and licences for the use of the same in accordance with this Agreement. The Supplier agrees at the Client's expense and cost to enter into any reasonable software or other licences as may be required to benefit from such licence, approval or consent.
- 6.2. The Client shall use all reasonable endeavours to make itself available to receive the Services and shall provide all reasonable co-operation and information and attend all meetings that Supplier requests in order to enable the Supplier to provide the Services.
- 6.3. The Client warrants that to the best of its knowledge all information supplied or to be supplied to the Supplier in connection with the Services is and will be accurate in all respects and throughout the period of this Agreement the Client shall afford the Supplier such access to the Client's information records and other material relevant to the Services as the Supplier may require.
- 6.4. The Client warrants that any third-party suppliers utilised by the Client in relation to the Services shall co-operate with and consult fully with the Supplier to enable the Supplier to fulfil its obligations under this Agreement and Client:
 - a. remains liable for any delay in the Services due to the actions of third-party suppliers utilised by the Client; and
 - b. shall not delay or withhold payment of the Costs due to delays in the Services caused by such third-party suppliers.
- 6.5. In the case of Projects, upon successful performance of all the relevant aspects of the applicable Work Order, Client shall provide the Supplier with timely sign off for the payment milestones set out in that Work Order.
- 6.6. Notwithstanding the above and if applicable, failure by the Client to notify the Supplier, in writing, of any identifiable non-conformity with the Services detailed within the applicable Work Order within ten days from the date that the Services were deemed to have been performed by the Supplier shall be considered acceptance of the Services.
- 6.7. The Client agrees to:
 - a. conduct business in a manner which reflects favourably at all times on the Supplier and the good name, goodwill and reputation of the Client; and
 - b. avoid deceptive, misleading or unethical practices that are or might be detrimental to the Supplier, including but not limited to disparagement of the Supplier.

7. Variation of Work Order

- 7.1. The Client or the Supplier may, at any time upon written notice to the other Party, request increases or decreases to the scope of the Services under a Work Order.
- 7.2. If the Client requests an increase in the scope of Services of a Work Order, the Client shall notify Supplier in writing, and, not more than five (5) Business Days (or other mutually agreed upon period) after receiving the request, Supplier shall provide the Client with a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If the Supplier's response is approved by the Client, the Supplier shall issue a Schedule 3 ("Change Control Form"), which will be approved and executed by the Client.
- 7.3. The Supplier may request additions to the scope of Services by providing Client with a written request that shall include a statement of all associated costs or schedule impacts. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Supplier's request is approved by the Client, the Supplier shall issue a Schedule 3 ("Change Control Form"), which will be approved and executed by the Client.
- 7.4. The Client may decrease the scope of the Services. In such case, the fees for the applicable Work Order will be reduced by an amount consistent with the decrease in scope and the Supplier shall issue a Schedule 3 ("Change Control Form"), which will be approved and executed by the Client.
- 7.5. No proposed change shall be effective until Supplier issues a Change Control Form which is approved in writing by the Client and the Supplier.

8. Suspension of the Services

- 8.1. The Client reserves the right to require the Supplier to suspend all activity on the Services for a period specified by the Client in the case of any event which in the reasonable opinion of the Client would make it temporarily inappropriate to continue the Services.

9. Retendering and Handover

- 9.1. In the event that a different organisation is required to take on the Services at the expiry or termination of the Agreement for whatever reason, the Supplier shall co-operate in arrangements for the transfer.

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- 9.2. Any arrangements required by the Client but not specified in clause 9.3 and clause 9.4 below shall be regarded as variations of the Agreement under clause 7 other than those which relate to the transfer of employees pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("Regulations").
- 9.3. In the period leading up to the handover of the Service:
- 9.3.1. Within 21 (twenty-one) days of being so requested by the Client, the Supplier shall provide, and thereafter keep updated all the documented information necessary for the Client to issue tender documents for the future provision of the Services.
 - 9.3.2. Within 21 (twenty-one) days of being so requested by the Client, the Supplier shall provide access to any external services or third-party services procured by the Supplier upon which the Services are dependent and controlled by the Supplier.
 - 9.3.3. The Client shall request that such service providers shall treat the information in confidence to their staff who need to be involved in preparing the response of the invitation to tender and that they shall not use it for any other purpose.
 - 9.3.4. The Supplier shall co-operate in all other ways reasonably requested by the Client.
- 9.4. At the time of the handover of the Service, provided no undisputed invoices remain unpaid, the Supplier shall:
- 9.4.1. co-operate fully with the Client in order to achieve an effective transfer without disruption to the provision of the Service.
 - 9.4.2. allow the Client, or any party nominated by the Client full access to all documents, reports, summaries and any other information necessary for the transfer.
 - 9.4.3. transfer to the Client, or any party nominated by the Client all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the services.
- 9.5. All reasonable costs quoted in clause 9.3 and 9.4 incurred by the Supplier in transferring code, documentation and files during this time shall be reimbursed by the Client.

10. Intellectual Property Rights

- 10.1. Upon payment for each Deliverable as part of a Work Order under this Agreement, the Supplier will assign to the Client the Intellectual Property rights in all work or material created by the Supplier specifically for that Deliverable under this Agreement, subject to **Clauses** 10.2 and 10.3 below.
- 10.2. The Client acknowledges and accepts that the Intellectual Property Rights in images used within the Deliverable may be licensed to the Supplier on standard forms of agreement, which place restrictions on future usage and are not capable of being assigned and the Supplier shall inform Client of the existence of any such licence. Therefore, unless specifically advised to the contrary, the provision of such images to the Client are provided strictly in accordance with those third-party terms and the Intellectual Property Rights in those images will not transfer to Client under the assignment under **Clause** 10.1, and such assignment will be subject to these third-party rights.
- 10.3. Where Open-Source Software is used in the provision of Services, Supplier shall provide details of such Open-Source Software and the terms that govern its use and Client's use of Open-Source Software shall be governed by the terms of the applicable open-source licence(s). Client warrants and undertakes that it will comply with the terms of the applicable open-source licence(s) as such terms are communicated to the Client by the Supplier and apply to Client's use of the applicable Open-Source Software.
- 10.4. The Supplier shall waive all moral rights and procure such waiver from its staff arising from any such original material so far as the Supplier may lawfully do so in favour of the Client and for avoidance of doubt this waiver shall extend to the licensees and successors in title to the copyright in the said work or material.
- 10.5. The Supplier warrants and represents that:
- 10.5.1. both the Supplier and each member of its staff and all third parties that are used by Supplier in the provision of the Services are qualified persons as defined in the Copyright, Designs and Patents Act 1988;
 - 10.5.2. the works materials and other products to be created or provided pursuant to the Services will not contain anything that is libellous, defamatory or indecent or which will infringe the statutory or common law rights of any third parties (including any Intellectual Property) and shall indemnify the Client to that effect; and
 - 10.5.3. it shall not and procures that its staff will not do anything that may threaten or endanger the Client's Intellectual Property.

- 10.6. Whenever requested to do so by the Client the Supplier will, or procure, the execution of any and all applications, assignments or other instruments which the Client shall deem reasonably necessary to give effect to the provisions of this **Clause 10** (Intellectual Property Rights). The Supplier hereby irrevocably approves the Client or its nominee to act as the Suppliers' attorney in its stead to do all such things and execute all such documents as may be necessary to grant to the Client the full benefit of this **Clause 10** (Intellectual Property Rights) if the Supplier fails to execute such documents when requested. For the avoidance of doubt, the provisions of this **Clause 10** (Intellectual Property Rights) shall not require the Supplier to take any action in relation to applying for or securing registered trademark protection on behalf of the Client.
- 10.7. Nothing in this Agreement shall affect the ownership of any Intellectual Property belonging to the Client.

11. Confidentiality

- 11.1. Subject to **Clause 11.3**, each Party (the "**Receiving Party**") undertakes that it shall treat as confidential all Confidential Information obtained from the other Party (the "**Disclosing Party**") under the terms of this Agreement or any Work Order and shall not disclose such information to any person (except to the Receiving Party's own employees, workers, contractors, sub-contractors and other third parties to whom it may be necessary for the Receiving Party to disclose confidential matters for the purposes of performing its obligations under this Agreement) without the Disclosing Party's prior written consent.
- 11.2. The Receiving Party undertakes to procure that all employees, workers, contractors, sub-contractors and other third parties to whom it may be necessary for the Receiving Party to disclose confidential matters for the purposes of performing its obligations under this Agreement undertake to keep such matters strictly confidential and shall not reproduce, copy, use or exploit in any way for any purpose any such Confidential Information except as may be strictly necessary to properly perform the Services.
- 11.3. **Clause 11.1** shall not apply to information which the Receiving Party can show by reference to documentary or other evidence:
- 11.3.1. was rightfully in its possession before the start of negotiations between the Parties relating to the Agreement; or
 - 11.3.2. is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of **Clause 11.1**); or
 - 11.3.3. is received from a third party who is not under an obligation of confidentiality in relation to this information; or
 - 11.3.4. is developed independently without access to, or use of or knowledge of, the Confidential Information of the Disclosing Party; or
 - 11.3.5. is required to be disclosed by any governmental or regulatory body or by law.

- 11.4. This obligation of confidentiality under this **Clause** 11 (Confidentiality) will survive termination of this Agreement, until such time as the Confidential Information enters the public domain other than through the fault of the Receiving Party.

12. Security and Data Protection

- 12.1. Should the Supplier's performance of the Services under a Contract require the Supplier to process personal data, the Supplier shall enter into a Schedule 2 Data Processing Agreement ("DPA") on the terms reasonably required by the Client and acceptable to the Supplier in relation to the Services to be performed under each Contract, as applicable.

13. Termination

- 13.1. Without affecting any other right or remedy available to it, either Party may terminate this Agreement for convenience (other than due to breach or default of this Agreement) on 90 (ninety) days' written notice to the other Party.
- 13.2. Without prejudice to any other provision of this Agreement providing either Party with a right of termination, the Client shall have the right to terminate this Agreement forthwith by notice in writing to the Supplier and to engage another Supplier to complete the provision of the Services if the Supplier defaults on the performance of any of its material obligations (or repeatedly defaults in the performance of any of its other obligations) under this Agreement and does not cure such default within 30 days of receipt of a notice of default (or where 30 days is not sufficient time to remedy such default within a reasonable period agreed between the parties acting reasonably) as of the termination date specified in the notice.
- 13.3. The Supplier shall not be in breach of this Agreement and the provisions of this Clause 13 (Termination) shall not apply in so far as the Supplier is prevented from substantially fulfilling its duties and obligations by any acts or omissions of the Client or the Client's personnel provided always that in order to avail itself of this provision the Supplier must give written notice to the Client of any such act or omission.

14. Consequences of Termination

- 14.1. If this Agreement is subject to early termination for any reason other than in accordance with **Clause** 13.2, the Client shall, prior to termination:
- 14.1.1. ensure all outstanding invoices have been paid including any amounts due under **Clauses** 14.1.2 and 14.1.3;

- 14.1.2. make payment to the Supplier for all Services provided by the Supplier up to and including the effective date of termination of this Agreement; to the extent that the Services performed comprise individual elements which are separately priced, the Costs shall be determined accordingly and in respect of any elements of the Services which have been part performed, the Costs for such elements shall be calculated on a pro-rata basis for such part of the Services as it has completed or commenced and in respect of which it has not been paid, and for any costs or liabilities incurred to third parties as a result of any irrevocable commitment entered into in performance of the Contract, to the extent that the Supplier is able to provide evidence to the reasonable satisfaction of the Client to support any sums which it claims; and
 - 14.1.3. a sum to be agreed between the Client and the Supplier to fairly reflect the cost of additional work required, not included in the Services, to close down the Services.
- 14.2. Upon receiving notice under **Clause** 13.1 (Termination for convenience), the Supplier shall upon expiry of the said notice period cease performing the Services and shall immediately take all reasonable steps to mitigate its costs and losses and withdraw from any commitments to third parties relating to performance of its obligations under the Contract.
- 14.3. The Client shall not be liable upon termination under **Clause** 13.1 (Termination for convenience) to pay any sum which, when added to the sums paid or due to the Supplier under the Contract, exceeds the total sum which would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the original Contract.
- 14.4. On termination of this Agreement, the Supplier shall return:
 - 14.4.1. all Data, notes, records, documents and other items held by the Supplier relating to the business of the Client; and
 - 14.4.2. all Intellectual Property conceived or made by the Supplier and or its staff in the course of providing the Services; and
 - 14.4.3. all source code, name space, virtual machines and software which is the property of the Client.
- 14.5. The termination or expiry of this Agreement however arising will be not prejudice the rights and liabilities of both Parties which have accrued prior to expiry or termination and the provisions of this Agreement which expressly or impliedly have effect after termination or expiry will continue to be enforceable. Any indemnity contained in this Agreement shall survive termination or expiry of this Agreement.

15. Transfer of Employees

- 15.1. If on the expiry or termination of this Agreement (the “**Expiry Date**”) a transfer to which the Transfer of Undertakings (Protection of Employment) Regulations 1981 (or any amendment thereof) (the “**Transfer Regulations**”) applies the Supplier shall indemnify the Client and any third party that takes over the whole or part of the Services thereafter (the “**New Supplier**”) against any claims for wrongful and/or unfair dismissal and/or redundancy payments or any other claim by any person employed by the Supplier prior to the Expiry Date and such indemnity shall include legal costs and disbursements incurred by the Client and the New Supplier on a full indemnity basis. The indemnity contained in this clause 14 shall survive termination or expiry of this Agreement.
- 5.2. Without prejudice to the other provisions of this clause 14, the Supplier shall give the Client and the new supplier any assistance which it may reasonably request from time to time to contest any claim made by any person employed by the Supplier at any time up to and including the Expiry Date whose employment is or rights in respect of employment have been transferred to the Client or the New Supplier under the Transfer Regulations.

16. Liability

- 16.1. The Supplier does not make any representation that the operation of the Client’s business will be uninterrupted or error-free whether during the provision of the Services or subsequent thereto, and the Supplier will not be liable for the consequences of any such interruptions or errors. The Supplier has no responsibility for the content, quality or accuracy of the commercial operations of the Client’s business. Under no circumstances will the Supplier be responsible for the transactions or negligence of any third party operating with or on the Client’s business unless that third party is a supplier of the Supplier.
- 16.2. The Parties shall not be liable to each other for any indirect or consequential loss which may include without limitation damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity business interruption or loss or inaccuracy of information.
- 16.3. Other than in respect of liability for death or personal injury caused by its negligence, each Party’s total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution will not exceed the total value of Services to be provided, excluding any third-party software or hardware costs.

- 16.4. Neither Party shall be liable to the other party or be deemed to be in breach of this Agreement by reason of any delay in the performing or any failure to perform any of that Party's obligations in relation to the Services, if the delay or failure was due to any cause beyond that Party's reasonable control. Such delays include circumstances where the Client, or a third party, has not completed activities in accordance with the agreed timetable.
- 16.5. The Client will indemnify, hold harmless, and defend the Supplier and all directors, officers, employees, and agents of the Supplier (collectively "**Indemnitees**") from and against any and all claims, damages, losses, liabilities, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable solicitor's fees) necessarily incurred arising out of or relating to the use of the Services by the Client, including any violation of the Supplier's Acceptable Use Policy. Such claims shall include, but shall not be limited to, claims based upon trademark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

17. Non-Solicitation

- 17.1. For the duration of this Agreement and for a period of one (1) year thereafter, each Party agrees that it will not, directly or indirectly, by or through itself, its agent or otherwise:
- 17.1.1. solicit, entice or induce, or endeavour to solicit, entice or induce from the other Party any person who is, or has been, engaged as an employee of the other Party who becomes known to the other Party in connection with the Services performed under or in connection with this Agreement, with a view to employing or engaging such person; or
 - 17.1.2. employ or engage, or offer to employ or engage a person who is, or has been, engaged as an employee of the other Party without the prior written consent of the other Party.
- 17.2. A Party shall not be in breach of **Clause** 17.1 if it hires an employee of the other Party as a result of a recruitment campaign not specifically targeted to any employees of the other Party.
- 17.3. In the event of a breach of this **Clause** 17 (Non-Solicitation), the Party in breach shall pay the other Party, if demanded by the other Party, a sum equivalent to 25% of the relevant employee's annual remuneration, including, without limitation, bonuses, benefits, or other forms of remuneration with the other Party when they most recently worked for the other Party.
- 17.4. The provision of **Clause** 17.3 shall be without prejudice to either Party's ability to seek damages or claim injunctive relief.

18. Third-Party Software and Services

- 18.1. The purchase and use of all third-party software or services is subject to the terms and conditions of each third-party software or service provider. The Client accepts that has done its own due diligence regarding third-party software and services used to deliver the Services and that the software or services meet their requirements.

19. Force Majeure

- 19.1. If a Party (the "**Affected Party**") is unable to carry out any of its obligations under this Agreement or any Work Order due to a Force Majeure Event, this Agreement or any Work Order (as applicable) shall remain in effect but the Affected Party's relevant obligations under this Agreement and the corresponding obligations of the other Party ("**Non-Affected Party**") under this Agreement and the Work Order shall be suspended (including any obligation to make payment) for a period equal to the circumstance of Force Majeure Event provided that:
- 19.1.1. the suspension of performance is of no greater scope than is required by the Force Majeure Event;
 - 19.1.2. the Affected Party promptly notifies the Non-Affected Party of the Force Majeure Event, the nature of the occurrence and its expected duration, and continues to furnish regular reports during the period of Force Majeure Event and notifies the Non-Affected Party immediately of the cessation of the Force Majeure Event;
 - 19.1.3. the Affected Party uses all commercially reasonable efforts to remedy its inability to perform and to mitigate the effects of the circumstance of Force Majeure Event; and
 - 19.1.4. as soon as practicable after the event which constitutes Force Majeure Event the Parties discuss how best to continue their operations as far as possible in accordance with this Agreement and the Work Order. For the avoidance of doubt, to the extent that the Supplier is unable to supply all or part of the Services as are required by the Client, the Client shall be entitled to use an alternative supplier of the Services.
- 19.2. If an event of Force Majeure Event is or is likely to continue for a period in excess of sixty (60) days, the Non-Affected Party may terminate this Agreement or any Work Order on not less than seven (7) days' written notice to the Affected Party.

20. Insurance

- 20.1. During the term of this Agreement and for a period of 1 (one) year after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance at levels that are commercially reasonable and appropriate for the nature and scope of the Services provided under or in connection with this Agreement or any Work Order. The Supplier shall produce to the Client on request within 10 (ten) Business Days both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

21. Notices

- 21.1. Any notice required to be given to a Party under or in connection with this Agreement or any Work Order shall be given in writing and shall be:

21.1.1. delivered by pre-paid first-class post or equivalent expedited delivery service that provides next Business Day delivery services (where available) at its registered office or its principal place of business; or

21.1.2. sent by email to the following email addresses:

a. To the Client: xx@xx.com

b. To the Supplier: legal@readingroom.com

- 21.2. Any notice shall be deemed to have been received:

if sent by pre-paid first-class post or equivalent expedited delivery service that provides next Business Day delivery services (where available), at 1:00pm on the second Business Day after posting or at the time recorded by the delivery service; and

if sent by email, at the time of transmission, or, if this time falls outside of Business Hours in the place of receipt when Business Hours resume.

21.3. For the purpose of this **Clause** 21 (Notices), the specified addresses are:

For the Client	For the Supplier
FAO: Senior Contact Name Address for Notices	FAO: Managing Director Reading Room Digital Limited 4th Floor, Harling House 47-51 Great Suffolk Street SE1 0BS London United Kingdom

21.4. This **Clause** 21 (Notices) does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Entire Agreement

- 22.1. This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with within it and supersedes any previous agreements, assurances, warranties, representations, understandings and arrangements between the Parties, whether written or oral, in respect of its subject matter.
- 22.2. Each of the Parties represents and undertakes that in entering this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 22.3. Unless expressly set out under Special Conditions in the Work Order, this Agreement shall govern the provision of Services by the Supplier to the Client, to the exclusion of any representation, acknowledgement or confirmation of order, invoice or other terms and conditions purposed by the Supplier to apply to the Contract.

23. Dispute Resolution

- 23.1. Any dispute arising between the Parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this **Clause** 23 (Dispute Resolution).
- 23.2. In the event of a dispute arising out of or relating to this Agreement or any Work Order, including any question regarding its breach, existence, validity or termination, and including any non-agreement claims (whether in tort or otherwise) (a "Dispute"), the Parties shall endeavour to reach a resolution of the Dispute satisfactory to both Parties. Either Party may commence such process by serving a notice in writing on the other Party that a Dispute has arisen. The notice shall include reasonable information as to the nature of the Dispute.

- 23.3. The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 23.1.1. each Party shall without undue delay nominate a representative or representatives who shall meet to try and resolve the Dispute.
 - 23.1.2. within seven (7) days of service of the notice, the Parties representatives shall meet to discuss the dispute and attempt to resolve it; and
 - 23.1.3. if the Dispute has not been resolved within seven (7) days of the first meeting of the representatives, then the matter shall be referred to the Managing Directors (or persons of equivalent seniority). The Managing Directors (or equivalent) shall meet within seven (7) days to discuss the Dispute and attempt to resolve it.
- 23.4. The specific format for the resolution of the Dispute under **Clause** 23.3.2 and, if necessary, **Clause** 23.3.3, shall be left to the reasonable discretion of the Parties but may include the preparation and submission of statements of fact or of position.
- 23.5. If the dispute has not been resolved within fourteen (14) days of the first meeting of the Managing Directors (or equivalent) under **Clause** 23.3.3 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 23.6. Neither Party shall commence formal legal proceedings or arbitration until the steps referred to in **Clauses** 23.2 and 23.3 have been completed and the Dispute remains unresolved. However, either Party may seek urgent interim relief from the courts or emergency arbitrator relief at any time.

24. Publicity

- 24.1. The Supplier shall not, except with the consent in writing of the Client, which shall not be unreasonably withheld, or as required by law, any governmental or regulatory authority, any court, or other authority or competent jurisdiction:
- 24.1.1. make any press or public announcements or otherwise publicise this Agreement or any Work Order or the provision by the Supplier of the Services; or
 - 24.1.2. refer to or use any business name, logo or trademarks whether registered or not of the Client in any promotional communications.
- 24.2. Subject to **Clause** 24.1, any text of a press release or other communication concerning the subject matter of this Agreement shall require the prior written approval of the Client, which shall not be unreasonably withheld or delayed.

25. No Partnership or Agency

- 25.1. The Parties are independent and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship explicitly and specifically provided for in this Agreement. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

26. Severance

- 26.1. If any provision or part-provision of this Agreement is declared by a competent authority to be invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this **Clause** 26 (Severance) the Parties shall negotiate in good faith to agree a replacement provision that is valid, legal and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Waiver

- 27.1. No failure, delay omission, or single or partial exercise by either Party in exercising any right or remedy provided by law or under this Agreement or a Work Order shall operate as a waiver of that right or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy.
- 27.2. A waiver of any term, provision, condition or breach of this Agreement or a Work Order shall only be effective if given in writing and signed by the waiving party. Such waiver shall be limited to the specific instance and purpose expressly stated therein and shall not constitute a waiver for any other provision or breach.
- 27.3. No implied waiver or waiver by conduct shall be recognised unless specifically stated in writing and signed by the waiving Party.

28. Counterparts

- 28.1. This Agreement and any Work Orders entered under or in connection with this Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and which together shall constitute one instrument.
- 28.2. Transmission of an executed counterpart of this Agreement and any Work Orders (but for the avoidance of doubt, not just a signature page) by email in PDF format, through an e-signature platform, or by other agreed means shall take effect as delivery of an executed counterpart of this Agreement. Each Party shall, if requested by the other Party, provide the others with the original of such counterpart as soon as reasonably practicable thereafter.
- 28.3. No counterpart shall be effective until each Party has executed at least one counterpart, or counterparts executed by all Parties have been exchanged.

29. Governing Law

- 29.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

30. Jurisdiction

- 30.1. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

31. Miscellaneous Provision

- 31.1. This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.
- 31.2. Neither this Agreement nor the Services performed hereunder may be assigned, transferred or sub-contracted by the Supplier in whole or in part without the prior written consent of the Client. No such sub-contracting by the Supplier shall relieve the Supplier of its obligations hereunder.
- 31.3. Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

Executed by a duly authorised signatory for each of the parties on the date set out above.

Client Name

Name: _____

Job title: _____

Date: _____

Signature: _____

Reading Room Digital Limited
t/a Reading Room

Name: _____

Job title: _____

Date: _____

Signature: _____

Schedule 1 – Work Order Pro Forma

This Work Order shall be incorporated in and governed by the terms of the Master Services Agreement by and between **Reading Room Digital Limited** and **Client Name**, dated **MSA Commencement Date**, as amended (the "Agreement").

Unless expressly and explicitly provided for in this Work Order, in the event of a conflict between the provisions contained in the Agreement and those contained in this Work Order, the provisions contained in the Agreement shall prevail.

Client	Client Name
Client contact	Client Project Owner
Work title	Name of the Project or Work
Contract number	XXX
Effective date	DD Month YYYY
Special conditions	None

Service details

Project Manager	Name of our Project Manger
Service description	Clear description of of what the individual will be working on, include top-level responsibilities, deliverables, and/or activities.
Client responsibilities	Detail what the client will be required to do in order for us to perform the services effectively/key dependencies.
Key dates	Start date: DD Month YYYY End date: DD Month YYYY Any other key dates
Terms and conditions	Subject to the Master Services Agreement dated DD Month YYYY.
Cost (excl. VAT)	£XXX
Payment milestones	XXX

Executed by a duly authorised signatory for each of the parties on the date set out above.

Client Name	Reading Room Digital Limited t/a Reading Room
Name: _____	Name: _____
Job title: _____	Job title: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
_____	_____

Schedule 2 – Data Processing Agreement

Remove entire Schedule if the Services will not require any processing of Personal Data.

This DPA shall be incorporated in and governed by the terms of the Agreement and the Work Order by and between **Reading Room Digital Limited** and **Client Name**.

1. Definitions

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

**"Controller", "Processor",
"Sub-processor", "Data Subject",
"Personal Data", "Personal Data
Breach", "Process/Processing",
and "Supervisory Authority"**

these terms shall have the meaning set out in the GDPR, regardless of whether the GDPR is applicable in any particular circumstance;

"Data Protection Laws"

means (i) the EU and UK GDPR, (ii) any law implementing the GDPR in the national law of the relevant EU Member State or the United Kingdom, such as the Data Protection Act 2018, and (iii) all other applicable data protection laws, including without limitation, the Swiss Federal Act on Data Protection, the California Privacy Rights Act, and the Russian Data Localization Law, each to the extent in force, implemented, and applicable, and each as amended, consolidated or replaced from time to time; and any similar or analogous laws or regulatory requirements; and

"Relevant Personal Data"

means Personal Data received from or on behalf of the Client, or obtained or collected in connection with the performance of the Supplier's obligations under the Agreement.

2. Compliance with Data Protection Laws

- 2.1. The parties agree that the Client is a Controller and the Supplier is a Processor for the processing of Relevant Personal Data pursuant to this Agreement.
- 2.2. The Supplier shall and shall ensure its Sub-Processors and each of the Supplier personnel shall comply with all Data Protection Laws in connection with the processing of Relevant Personal Data and the provision of the Services.
- 2.3. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3. Instructions

- 3.1. The Supplier shall only process (and shall ensure Supplier personnel only process) the Relevant Personal Data in accordance with the Appendix of Schedule 2 and the Client's written instructions, including any relevant information security policies communicated to the Supplier from time to time and relevant information security training delivered to the Supplier. The Supplier will immediately inform the Client if any instruction relating to the Relevant Personal Data infringes or may infringe any Data Protection Law.

4. Security

- 4.1. The Supplier shall implement appropriate technical and organisational measures to protect Relevant Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Relevant Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Relevant Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). The technical and organisational measures which the Supplier shall have in place are set out in the Appendix of Schedule 2.

5. Sub-Processing

- 5.1. The Client consents to the Supplier appointing third-party processors of Relevant Personal Data under this Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written Agreement incorporating terms which are substantially similar to those set out in this clause 5.

- 5.2. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
- 5.3. Where a Sub-processor is engaged by the Supplier, the Supplier shall:
- 5.3.1. carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Relevant Personal Data required by this Schedule;
 - 5.3.2. remain liable for any breach of this Schedule caused by a Sub-processor; and
 - 5.3.3. provide relevant details and a copy of each agreement with a Sub-Processor to the Client on request.

6. Assistance

- 6.1. The Supplier shall, taking into account the nature of the processing, provide reasonable assistance to the Client insofar as this is possible, to enable the Client to respond to requests from a data subject seeking to exercise their rights under Data Protection Laws. In the event that such request is made directly to the Supplier, the Supplier shall promptly inform the Client of the same.
- 6.2. The Supplier shall to the extent required by Data Protection Laws, taking into account the nature of the processing and the information available to the Supplier, provide the Client with commercially reasonable assistance with data protection impact assessments (as such term is defined in Data Protection Laws) or prior consultations with data protection authorities that the Client is required to carry out under Data Protection Laws.

7. Data Subject Requests

- 7.1. The Supplier will record and refer all requests and communications received from Data Subjects or any Supervisory Authority to the Client which relate (or which may relate) to any Relevant Personal Data promptly (and in any event within three days of receipt) and will not respond to any without the Client's express written approval and strictly in accordance with the Client's instructions unless and to the extent required by law.

8. International Transfers

- 8.1. The Supplier will not process and/or transfer, or otherwise directly or indirectly disclose, any Relevant Personal Data in or to countries outside the European Economic Area ("EEA") or the United Kingdom ("UK") without the prior written consent of the Client and the following conditions are fulfilled:
- 8.1.1. the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 8.1.2. the Data Subject has enforceable rights and effective legal remedies;
 - 8.1.3. the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Relevant Personal Data that is transferred; and
 - 8.1.4. the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Relevant Personal Data.

9. Audits and Records

- 9.1. The Supplier will, in accordance with Data Protection Laws, make available to the Client such information in the Supplier's possession or control as the Client may reasonably request with a view to demonstrating the Supplier's compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Relevant Personal Data.
- 9.2. The Client may exercise its right to audit under Data Protection Laws through the Supplier providing:
- 9.2.1. an audit report not older than 18 months by an independent external auditor demonstrating that the Supplier's technical and organisational measures are in accordance with the Supplier's industry audit standard; and
 - 9.2.2. additional information in the Supplier's possession or control to a Supervisory Authority when it requests or requires additional information in relation to the data processing activities carried out by the Supplier under this Schedule.

10. Personal Data Breach

- 10.1. The Supplier shall promptly (and in any event within 48 hours) notify the Client if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Relevant Personal Data.

- 10.2. The Supplier shall promptly (and in any event within 48 hours) provide all information as the Client requires to report the circumstances referred to in cause 10.1 above to a Supervisory Authority and to notify affected Data Subjects under Data Protection Laws, as applicable.

11. Return/Deletion of Relevant Personal Data

- 11.1. Upon termination or expiry of the Contract, the Supplier shall at the Client's election, promptly (and in any event, within 30 days of the expiry of the Agreement) delete or return to the Client the Relevant Personal Data (including existing copies) in the Supplier's possession by secure file transfer, save to the extent that the Supplier is required by any applicable law to retain some or all of the Relevant Personal Data.
- 11.2. The Supplier will provide written certification to the Client that it has fully complied with the section above within 30 days of the expiry of the Agreement.

12. Survival

- 12.1. This Schedule shall survive termination or expiry of the Contract for any reason.

Appendix to Schedule 2

– Particulars of Data Processing

The Client and the Supplier shall enter into this Schedule 2 on the terms and conditions of the Supplier Agreement and any Work Orders.

Processing of the Relevant Personal Data by the Supplier under this Work Order shall be for the subject matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects outlined and set out in this Appendix to Schedule 2.

Subject matter of processing	Enter a description of the processing of personal data that will be required by the Supplier in the performance of the Services. The Supplier's provision of the Services and any related support and administration as outlined in the relevant Work Order.
Duration of the processing	The term of a Contract plus the period from expiry of the term until return/deletion of all Relevant Personal Data by the Supplier in accordance with the Schedule.
Categories of personal data	Enter a description of the types/categories of personal data that will be processed by the Supplier in the performance of the Services.
Categories of data subjects	Enter a description of the types/categories of individuals whose personal data will be processed by the Supplier in the performance of the Services.

Section 2 - Minimum technical and organisational security measures

Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Relevant Personal Data:

Schedule 3 – Change Control Form

This **Change Order #XXX** is made effective the **DD Month YYYY** (“Change Order Effective Date”) between **Client Name** (“Client”) and **Reading Room Digital Limited** (“Supplier”).

WHEREAS the parties entered into a Master Services Agreement for the provision of Services effective **MSA Commencement Date**, as amended (the “Agreement”), and

WHEREAS pursuant to the Agreement the parties entered into a Work Order, **Work Order #XXX** for the provision of Services, and now wish to amend **Work Order #XXX** with this Change Order.

NOW THEREFORE, effective as the Change Order Effective Date, the Parties agree **Work Order #XXX** shall be amended as follows:

Section “**Section Name**” shall be deleted in its entirety and replace with the following:

Section Name	Change.
---------------------	----------------

IN WITNESS WHEREOF, the Parties have executed **Change Order #XXX** to **Work Order #XXX**:

Client Name

Name: _____
Job title: _____
Date: _____
Signature: _____

Reading Room Digital Limited t/a Reading Room

Name: _____
Job title: _____
Date: _____
Signature: _____
