



MASTER SERVICES AGREEMENT

between

INFORMED SOLUTIONS LIMITED

and

[CLIENT ORGANISATION NAME]

Commercial in Confidence

MASTER SERVICES AGREEMENT

This Master Services Agreement is made on the [date] day of [month] 202[year] between

INFORMED SOLUTIONS LIMITED, a company incorporated and registered in England and Wales with company number 02755304 whose registered office is at of The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA

(**"Informed Solutions"**)

and

[client organisation name] of [client organisation address]

(the **"Client"**)

Subject to the terms of this Agreement and the accompanying Licence Agreement and/or Services Agreement, Informed Solutions has agreed to provide certain Software Solutions and/or Services to the Client. All defined terms shall have the meaning given to them in the General Terms and Conditions, and Informed Solutions and the Client agree to the terms and conditions set out in this Agreement.

Master Services Agreement No: [agreement number]	Effective Date: [day]-[month]-202[year]
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AGREEMENT SIGNATURES

Signed for and on behalf of:

[CLIENT ORGANISATION NAME]

Signed for and on behalf of:

INFORMED SOLUTIONS

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STRUCTURE OF THIS MASTER SERVICES AGREEMENT

1. This Agreement comprises the following elements:
 - a. The General Terms and Conditions;
 - b. Any Licence Agreements incorporated by reference herein; and
 - c. Any Services Agreements and accompanying SOWs incorporated by reference herein.
2. In the event of conflict between any of the elements of the Agreement, they shall take precedence in the above order, in which (a) shall have the highest precedence.

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GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

In this Agreement the following words have the following meanings unless inconsistent with the context and a reference to the singular includes the plural and vice versa:

"Agreement" means these General Terms and Conditions the Schedules and any other documents expressly incorporated by reference herein;

"Commencement Date" means [insert];

"Licence Agreement" means a separate agreement between the Parties, governing the licensing of Software Solutions;

"Licence Fees" means any fees paid or payable by the Client in return for use of the Software Solutions, as set out in the relevant Licence Agreement;

"Parties" means the parties to this Agreement, who are Informed Solutions and the Client;

"Professional Services" means any professional services provided by Informed Solutions, in accordance with the terms of the relevant Services Agreement, including consulting, configuration, data migration, Software Development Services and training services;

"Services" means Support Services, Professional Services and/or Software Development Services;

"Services Agreement" means a separate agreement governing the provision of any Services by Informed Solutions, which will include SOW's setting out the specifics of the Services and Service Charges;

"Service Charges" means any charges paid or payable by the Client in return for receipt of the Services, as set out in a relevant Services Agreement;

"Support Services" means the support services provided by Informed Solutions, as described in the Services Agreement;

"Software Solutions Support Services" means the support services provided by Informed Solutions, as described in the License Agreement;

Software Development Services means any software development services provided by Informed Solutions from time to time, in accordance with the terms of the Services Agreement;

"Software Solutions" means the software solutions or products licensed to the Client herein, as set out in the relevant Licence Agreement;

"Statement of Work" or "SOW" means any statement of work, agreed between the parties under a Services Agreement from time to time, describing details of the Services to be performed; and

"Term" means, the period from the commencement of this Master Services Agreement until it is terminated or expires in accordance with its terms.

2 SOFTWARE SOLUTIONS

- 2.1 Where the Client purchases any Software Solutions from Informed Solutions, then the Client's use thereof, and any Licence Fees relating thereto, shall be subject to the terms of a separate Licence Agreement which the Parties will enter into.
- 2.2 Reference to the relevant Licence Agreement is set out at Schedule 1 hereto.
- 2.3 Once signed by both Parties, the Licence Agreement will form part of this Master Services Agreement.

3 SERVICES

- 3.1 Where the Client purchases any Professional Services, Support Services and/or Software Development Services from Informed Solutions, then the Client's use thereof, and any Services Charges relating thereto, shall be subject to the terms of a separate Services Agreement which the Parties will enter into.
- 3.2 Reference to the relevant Services Agreement is set out at Schedule 2 hereto.
- 3.3 Once signed by both Parties, the Services Agreement will form part of this Master Services Agreement.

4 LIABILITY

- 4.1 Nothing in this Agreement shall exclude or limit either Party's liability for:
 - 4.1.1 death or personal injury resulting from negligence; or
 - 4.1.2 fraud or fraudulent misrepresentation; or
 - 4.1.3 any other liability which by law cannot be excluded.
- 4.2 Subject to clause 4.1, neither Party shall be liable to the other for any of the following:
 - 4.2.1 special or consequential loss or for loss of profits;
 - 4.2.2 loss of business;
 - 4.2.3 loss of estimated saving;
 - 4.2.4 loss of or damage to data; and

in each case whether direct or indirect howsoever such preceding losses were caused (in the last case in excess of the direct cost of restoring the data from backups kept by the Party suffering the loss in accordance with good computing practice).
- 4.3 Neither Party shall be liable to the other in its reliance on any information, documentation or data provided by the other Party.
- 4.4 The limitations of liability set out in the relevant Services Agreements and Licence Agreements shall apply to the Parties' respective liability hereunder. Notwithstanding the foregoing, Informed Solutions' total aggregate liability under this Master Services Agreement shall in no event exceed the sum of £50,000 (fifty thousand pounds).

5 TERM AND TERMINATION

Termination for convenience:

- 5.1 This Agreement shall be effective from the Commencement Date and shall continue thereafter unless or until terminated by either party giving to the other written notice or unless terminated in accordance with the remainder of this clause.
- 5.2 Either Party may terminate this Agreement for convenience as follows:
- 5.2.1 where there are no current Service Agreements or Licence Agreements in force, by serving no less than 3 months' prior written notice on the other Party; and
- 5.2.2 where there are any Service Agreements or Licence Agreements in force, by serving no less than 12 months' prior written notice on the other Party.

Termination for cause:

- 5.3 Either party shall be entitled to terminate this Agreement immediately on written notice where the other party shall:
- 5.3.1 commit any material breach of any of the provisions of this Agreement or and shall fail to remedy such breach (where capable of remedy) within 30 days of notice in writing from the party not in breach specifying the breach and requiring it to be remedied; and/or
- 5.3.2 pass a resolution for its winding up or have a receiver or liquidator appointed over the whole or any part of its assets or (being an individual) becomes bankrupt or makes or attempts to make any composition with its creditors or takes or suffers any similar action in consequence of debt or if the party ceases or threatens to cease trading.

Effect of termination:

- 5.4 Termination of the Agreement for whatever reason:
- 5.4.1 will not affect the validity of any then current Service Agreements and Licence Agreements, which will, unless expressly agreed otherwise by the Parties, continue in full force and effect; and
- 5.4.2 shall not affect the accrued rights or liabilities of the Parties as at the date of termination, including in particular (but without limitation) rights under any provision of this Agreement which are expressed to survive termination of the Agreement.
- 5.5 For the avoidance of doubt, termination or expiry of any Service Agreement or Licence Agreement will not in itself affect the validity of this Agreement, which shall continue in full force and effect unless specified otherwise.

6 CONFIDENTIALITY AND NON-DISCLOSURE

- 6.1 By virtue of this Agreement, the Parties may have access to information that is confidential to one another ('**Confidential Information**'). Confidential Information shall include all proprietary or trade secret information or data included in any Software Solutions, Deliverables and Services and all information clearly marked as confidential or which the party receiving it knows ought to be proprietary and confidential.
- 6.2 A party's Confidential Information shall not include information which:

- 6.2.1 is or becomes a part of the public domain through no act or omission of the other party; or
 - 6.2.2 was in the other party's lawful possession prior to the disclosures and had not been obtained by the other party either directly or indirectly from the disclosing party; or
 - 6.2.3 is lawfully disclosed to the other party by a third party without restriction or disclosure; or
 - 6.2.4 is independently developed by the other party.
- 6.3 The Parties agree, both during the Term of this Agreement and for a period of five (5) year after termination of this Agreement, to hold each other's Confidential Information in confidence. The Parties agree not to make each other's Confidential Information available in any form to any third party. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

7 NOTICES

- 7.1 Any notice, including notices of address change, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post, facsimile or email, addressed to the recipient at the address listed on the second page of this Agreement, its registered office or any other address (including an email address of an authorised representative) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent.
- 7.2 The notice, demand or communication will be deemed to have been duly served:
- 7.2.1 if delivered by hand, at the time of delivery;
 - 7.2.2 if delivered by post, 48 hours after being posted or in the case of Airmail 7 days (excluding Saturdays, Sundays and public holidays) after being posted; or
 - 7.2.3 if delivered by email, at the time of sending, provided that a confirming copy is sent by first class post to the other party within 24 hours after sending and that no notification informing the sender that the message has not been delivered has been received by the sender.

8 FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner where it is prevented from performing its obligations under this Agreement due to force majeure ('Force Majeure'). Force Majeure means, in relation to the other party, circumstances beyond the reasonable control of that party which is without its fault or negligence, including without limitation acts of God, acts of any government or supra-national authority, war or national emergencies, riots, civil commotion, fire, explosion, flood or pandemic or epidemic.

- 8.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and circumstances in question.
- 8.2 If the Force Majeure in question prevails for a continuous period in excess of one (1) calendar month after the date on which the Force Majeure begins, the party not in default is then entitled to give notice in writing to the defaulting party to terminate this

Agreement. This notice to terminate must specify the termination date, which must not be less than thirty (30) days after which the date on the notice to terminate is given. Once notice to terminate has been validly given, this Agreement will terminate on the termination date set out in the notice.

9 SURVIVAL OF TERMS

The following terms of this Agreement shall survive termination for any reason: 4; 5; 6; 7; 9; 12; 13; 14; 17; 18 and 19.

10 ASSIGNMENT

The Client may not assign or transfer this Agreement or any pursuant agreements or any of the rights arising hereunder without the prior written consent of Informed Solutions. *INFORMED SOLUTIONS* reserves the right to appoint sub-contractors and data sub-processors from time to time under this Agreement.

11 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create a partnership or joint venture between the Parties nor any relationship of employer to employee or agent and principle.

12 THIRD PARTY RIGHTS

The Parties to this Agreement do not intend that any terms of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

13 SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

14 WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy. For the avoidance of doubt, the waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15 VARIATION

This Agreement may only be varied or amended in writing and signed by duly authorised representatives of the Parties.

16 PUBLICITY

16.1 Neither party shall make direct reference to the other party in any publicity statements or use a logo belonging to the same without the prior written agreement of the other party, such agreement not to be unreasonably withheld.

16.2 Either party shall be entitled to publicise this Agreement in accordance with:

16.2.1 Any legal obligation upon the party; and

- 16.2.2 In the case of Informed Solutions for the purposes of evidencing capability to a prospective client or purchasing entity provided that any information provided does not constitute the Client's Confidential Information and provided that any information provided is provided solely to the prospective client or purchasing entity.

17 CONSTRUCTION

Headings have been included for convenience only and shall not be used in constructing any provisions of this Agreement.

18 ENTIRE AGREEMENT

- 18.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements in connection with the subject matter of this Agreement, including any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter.
- 18.2 No director, employee or agent of Informed Solutions is authorised to make any representation or warranty not contained in this Agreement and the Client acknowledges that they have not relied on any such oral or written representations or statements unless such representations or statements are annexed to this Agreement and signed by the Parties.
- 18.3 Nothing in this clause 18 shall exclude any liability in respect of misrepresentations made fraudulently.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

Schedule 1

Licence Agreement

[insert name and ref no.]

Commercial in Confidence

Schedule 2

Services Agreement

[insert name and ref. no]

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