Solidsoft Reply

MASTER SERVICES AGREEMENT

This Master Services Agreement entered into on the _____ (**'Effective Date**') between: (1) Solidsoft Reply, a company registered in England and Wales (number 02853022) with its registered office at 38 Grosvenor Gardens, London, SW1W 0EB (‘**Solidsoft Reply**’); and, (2) the customer identified below ('**Customer**'), sets out the terms and conditions under which Solidsoft Reply agrees to provide the Services in accordance with the general terms and conditions set out in Section A ('**General Terms**') and one or more Service Specification(s) (as applicable) set out in Section B.

Master Services Agreement Number	
Minimum Term	
Customer Name (include, place of incorporation and company number)	
Registered Office/Principal Business Address	
Customer Representative Name & Position	
Address	
Tel	
Email	

This Master Services Agreement is executed by the parties' authorised representatives:

Signed on behalf of Solidsoft Reply	
Name:	Aidan Davis
Position:	Associate Partner
Signature:	

Signed on behalf of Customer	
Name:	
Position:	
Signature:	

Section A. General Terms

1. Definitions:

In these General Terms unless the context otherwise requires the following words and expressions have the following meanings:

Commencement Date: the date from when the Services are intended to commence as set out in the relevant Work Order (or such later date as may be expressly agreed between the parties);

Contract: the contract between the Customer and Solidsoft Reply under the Master Services Agreement which consists of a Work Order executed by parties which, when executed, will incorporate these General Terms, any Service Specifications designated to apply and any further schedules, appendices and/or annexes expressly agreed to be incorporated therein;

Customer: the person, firm, company or other legal person identified in the cover sheet to the Master Services Agreement;

Customer Data: any data (including personal data) supplied or made available by the Customer that Solidsoft Reply is required to handle or process as part of the Services;

Fees: the fees and charges applicable in relation to the Services which are payable as described in clause 5;

Good Industry Practice: in respect of a party, means the degree of skill and care that would reasonably be expected from a competent provider of services working in the same industry or business sector as that party, who is exercising due care and skill to perform its contractual obligations in accordance with applicable law;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or rights to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other rights in the nature of intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Master Services Agreement: the Master Services Agreement entered into between the Customer and Solidsoft Reply on the Effective Date;

Minimum Term: the minimum period set out on the cover sheet for which the Master Services Agreement is intended to run, unless terminated earlier in accordance with clause 7 (Termination);

Services: the services to be provided by Solidsoft Reply to the Customer as set out in each applicable Service Specification designated in a Work Order;

Service Specification: a specification as set out in Section B more fully describing the particular services that Solidsoft Reply has agreed to provide to the Customer;

Third Party Products: any third-party equipment, software, products or services to be provided by Solidsoft Reply as part of the Services as described in a Work Order; and

Work Order: a Work Order in the form set out in the attached Schedule as completed and executed by each party that sets out the Services to be provided, subject to these General Terms and applicable Service Specifications.

Unless expressly agreed in a Work Order or stated hereunder:

1.1. The headings to the clauses are for ease of reference only and shall not affect the

interpretation or construction;

1.2. Any headings or defined terms in the Work Order shall have the same meaning hereunder, unless stated otherwise;

1.3. In the event of conflict or inconsistency between any Contract documents the following order of priority applies:
1.3.1. the Work Order;
1.3.2. the General Terms;
1.3.3. the Service Specifications;
1.3.4. any schedules and/or annexes attached thereto; and
1.3.5. any other document, if agreed to be incorporated into a Contract.

1.4. The words 'including', 'in particular' and words of similar effect shall not be deemed to limit the general effect of the words that precede them;

1.5. any reference to legislation means that legislation as amended, extended or re-enacted from time to time;

1.6. words in the singular includes the plural; and

1.7. references to a party includes that party's permitted assignees or successors in title.

2. Provision of Services

2.1 Each party shall perform its respective obligations hereunder in good faith and observing Good Industry Practice.

2.2 Solidsoft Reply agrees to provide the Services from the Commencement Date in accordance with these General Terms and applicable Service Specification(s).

2.3 The Customer shall (and shall procure that its relevant employees and representatives) co-operate with Solidsoft Reply in all matters relating to the supply of the Services. In particular, the Customer shall comply in a timely manner with any reasonable requests of Solidsoft Reply to provide such information and/or instructions required to meet any applicable Assumptions or Dependencies set out in a Work Order and ensure that such information and/or instructions is/are accurate and complete in all material respects. The Customer shall also make sure that those employees and representatives who are designated to co-operate with Solidsoft Reply in relation to delivery of the Services and are who tasked with providing such information and/or instructions are suitably qualified, experienced and knowledgeable to fulfil that role.

2.4 The Customer shall designate a Customer project manager responsible for being the main point of contact in respect of the Services (**'Customer Representative'**) using reasonable endeavours to ensure that such Customer Representative is available to Solidsoft Reply's personnel during normal working hours to deal with any issues arising in respect of the Services. The Customer shall endeavour not to replace the Customer Representative except as reasonably necessary in the normal course of the Customer's business and so long as the Customer provides Solidsoft Reply with prompt written notice and immediately designates an appropriate replacement.

2.5 Unless expressly agreed in a Work Order, Services will be provided to the Customer at the Customer Location and the Customer shall provide:
2.5.1 full and safe access to the Customer Location and such office space and other facilities at the Customer Location, as reasonably required by Solidsoft Reply; and
2.5.2 such Customer documents or materials as Solidsoft Reply may reasonably request and ensure that such documents or materials are accurate in all material respects.

2.6 Solidsoft Reply shall use all reasonable endeavours to procure that its contractors and employees observe any applicable policies as may be notified by the Customer in writing from time to time relating to health and safety, confidentiality, security or other issues that generally apply to the Customer's contractors when attending the Customer Location.

2.7 To the extent that Solidsoft Reply's performance of its obligations under the Contract is delayed or prevented by any default or delay by the Customer or the Customer's agents, sub-contractors or employees, Solidsoft Reply shall not be liable to the Customer and the Customer shall not make any claim against Solidsoft Reply for any delay or additional costs, charges or losses which may be sustained or incurred or Solidsoft Reply's inability to supply the Services, as a result of such default or delay. Solidsoft Reply's time of performance will be extended to the extent reasonably necessary to take account of such delay or default and Solidsoft Reply shall also notify Customer of the estimated impact of the default or delay on Fees, where applicable.

2.8 If either party wishes to change the scope of the Services (including a request from the Customer for any extended or additional Services) or other terms of the Contract, it shall submit details of the requested change to the other in writing. If a request is made by the Customer, Solidsoft Reply shall within a reasonable time provide a written estimate to the Customer of the likely impact of the proposed change including: (a) the likely time required to implement the change; (b) the likely effect of such a change on continued viability, implementation and/or applicable timescales in relation to performance of the Services; and (c) any variations to Solidsoft Reply's Fees or other additional charges arising from the change. Solidsoft Reply has no obligation to proceed with any change unless and until the parties have agreed in writing on the necessary variations to Solidsoft Reply's Fees or Expenses, the relevant Implementation Schedule and any other relevant terms of the Contract (including applicable timescales) to take account of the change. Where agreed, the change shall be recorded in writing either in the form of a new Work Order or by amending the existing Work Order affected by the change.

3. Fees and payment

3.1 Solidsoft Reply shall charge the Fees set out in the Work Order or as otherwise notified to the Customer. Unless expressly agreed in a Work Order all Fees shall be payable in UK pounds sterling and are exclusive of value added tax (VAT) or other applicable taxes which shall be charged in addition, at applicable statutory rates from time to time.

3.2 Solidsoft Reply shall invoice the Customer for the Fees, either:
3.2.1 in accordance with the Payment Schedule as set out the Work Order; or
3.2.2 monthly in arrears for time, costs and materials incurred (together with Expenses and VAT where appropriate) for the month concerned.

3.3 The Customer shall pay Solidsoft Reply in full and in cleared funds to the account set out below, either in accordance with any date set out in an applicable Payment Schedule or otherwise within 30 days of receipt of each invoice submitted to it hereunder, except to the extent that there a genuine query or dispute that has been raised in writing by the Customer not later than 7 days from receipt of the relevant invoice. The parties shall seek to resolve such issue or dispute as soon as possible and where necessary in accordance with the procedure set out in clause 12.2 and 12.3 (Disputes).

3.4 Without prejudice to any other right or remedy that Solidsoft Reply may have arising under applicable law, if the Customer fails to pay Solidsoft Reply any Fees by the due date for payment Solidsoft Reply may: (a) claim interest on the overdue amount (credited on a daily basis and compounded monthly) at a rate of 4 per cent above the base rate of Barclays Bank plc from time to time in force and accruing after as well as before judgement; and/or (b) suspend provision of the Services until payment of overdue amounts has been made in full. Solidsoft Reply also reserves the right to charge the Customer for any additional costs, surcharges, penalties and liabilities that it incurs in the event that it has to suspend the Services and/or recommence performance in the circumstances referred to in this clause. The Customer accepts that after such suspension, Solidsoft Reply's agreement to recommence the Services may be made conditional upon the Customer agreeing to pay the applicable Fees for delivery of the remaining Services in advance.

For payment by BACS:

Bank: Royal Bank of Scotland

62-63 Threadneedle Street, London EC2R 8LA

Sort Code: 16-00-15

Account Number: 11030990

For payment by cheque:

Payable to: Solidsoft Reply Ltd

3.5 Any travel, subsistence, accommodation charges and other expenses that Solidsoft Reply incurs in performance of the Services as authorised by the Customer in writing or as set out in the Work Order ('**Expenses**') will also be payable within 30 days of receipt of a relevant invoice for the same.

3.6 Except to the extent that the Customer has notified Solidsoft Reply of a genuine query or dispute in accordance with clause 3.3 which remains outstanding, each invoice raised hereunder shall be payable by the Customer in full in accordance with the terms of payment provided for therein without any right of deduction, set off or counterclaim and without prejudice to the Customer's obligation to pay any Fees and Expenses that are not subject to a such an outstanding genuine query or dispute.

4. Intellectual Property Rights

4.1 Unless expressly agreed in a Work Order, Solidsoft Reply (or its licensors) shall own the Intellectual Property Rights in all materials it develops for or provides to the Customer in connection with or as part of the Services (**'Solidsoft Reply IPR'**) and no right, title or interest in relation to such Solidsoft Reply IPR shall be assigned or transferred to the Customer. Solidsoft Reply grants the Customer a personal, non-exclusive and non-transferable licence for the duration of performance of the Services to use the Solidsoft Reply IPR in so far as such use is needed in order for the Customer to benefit from the Services.

4.2 The Customer (or its licensors) shall own the Intellectual Property Rights in all documents, software, equipment or other materials (in whatever form) (**'Customer IPR'**) and Customer Data that it provides to Solidsoft Reply and the Customer will obtain any required permissions or licences in relation to enable Solidsoft Reply to access and use such Customer IPR or Customer Data as needed to perform the Services.

4.3 Unless expressly agreed in a Work Order, the Customer is responsible for paying for and entering into any licences or other agreements directly with the relevant third-party supplier or licensor as required for its use of Third-Party Products supplied by Solidsoft Reply.

4.4 Nothing in this Contract shall prevent Solidsoft Reply from using any general knowledge, skills, ideas or concepts it acquires in the course of performing the Services for any future project or purpose, subject always to Solidsoft Reply's obligations of confidence to the Customer as set out in clause 5 (Confidentiality).

5. Confidentiality

5.1 Each party ('recipient') shall keep in strict confidence for a period of 5 years following the termination of the Master Services Agreement all material (in whatever form) relating to the other party's business or finances or its technical or commercial know-how, specifications, inventions, processes, strategies, plans or initiatives which is of a confidential nature and has been disclosed or made available by the other party ('disclosing party') to the recipient or its agents any other information of a confidential nature concerning the disclosing party's business, products, clients, suppliers or services which the recipient may obtain or have access to in the course of performing the Services (together **'Confidential Information'**). The recipient shall not use such Confidential Information other than in connection with the performance of, or in order to receive the benefit of, the Services and shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors who need to know it for the purpose of discharging the recipient's obligations or exercising its rights hereunder and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality in respect of such Confidential Information at least as onerous as those which bind the recipient. This obligation of confidentiality shall not extend to information

or documentation:

a) which is at the time of disclosure or subsequently became publicly available without any breach of confidentiality on the part of the recipient;
b) which was already known by the recipient prior to disclosure by a receipt from the disclosing party;
c) which was independently developed by the recipient or disclosed to the recipient by a third party without breach of any obligation of confidentiality;
d) where either party is compelled by enforceable order of a competent court or regulatory authority to disclose such information, subject to the party on whom such order is made (where legally permitted) giving the other party notice of such order so as to enable that party, if necessary, to contest or limit such disclosure.

5.2 All materials, equipment and tools, software, drawings, specifications and data made available by Solidsoft Reply to the Customer in anticipation of or during the course of performance of the Services (**'Solidsoft Reply's Property'**) shall at all times be and remain the exclusive property of Solidsoft Reply (or its licensors). Such Solidsoft Reply's Property shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Solidsoft Reply, and shall not be disposed of or used other than in accordance with Solidsoft Reply's written instructions or authorisation.

5.3 This clause 5 shall survive termination of the Master Services Agreement or Contract, however arising.

6. Limitation of liability

6.1 The following provisions set out the aggregate liability of Solidsoft Reply (including any liability for the acts or omissions of its employees, agents, suppliers and sub-contractors) to the Customer in respect of: (a) any breach, default or alleged defective performance of any Services; (b) any use made by the Customer of the Services, Solidsoft Reply IPR or any products (including Third Party products) supplied by Solidsoft Reply; and (c) any representation, statement or tortious act or omission (including negligence) alleged to have been made or committed by Solidsoft Reply arising under, out of, or in connection with any Contract.

6.2 The express representations, warranties, terms and conditions set out in the Contract are the only representations, warranties, undertakings, terms or conditions given by Solidsoft Reply in respect of its performance of the Services and, save in respect of warranties, terms or conditions as to title or quiet possession that cannot lawfully be excluded under applicable law, all other warranties, representations, undertakings, terms or conditions, whether express or implied by statute or common law are, to the fullest extent excluded so far as such exclusion is permitted by law.

6.3 Nothing in these General Terms is intended to exclude or limit the liability of either party for: (a) death or personal injury caused by Solidsoft Reply's negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot lawfully be excluded or limited by contract.

6.4 Subject to clause 6.3:

a) Solidsoft Reply shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: (i) loss of profits or revenue (whether direct or indirect); or (ii) loss of business; or (iii) depletion of goodwill or similar losses; or (iv) loss of anticipated savings; or (v) loss of production; or (vi) loss of contract; or (vii) loss of use; or (viii) loss of or corruption to data; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
b) Solidsoft Reply's total liability under contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to (i) the fees paid by the Customer to Solidsoft Reply for the Services in the preceding 12 months prior to the cause of action arising; or, (ii) £20,000 (whichever is the greater).

7. Termination

7.1 The Master Services Agreement shall take effect on the Effective Date and continue, unless terminated in accordance with clause 7.2 hereunder, for the Minimum Term. Upon expiry of the Minimum Term, the Master Services Agreement shall automatically continue but may be terminated by either party at any time on at least 3 months' written notice.

7.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Master Services Agreement forthwith by written notice without liability to the other party if:

a) the other party commits a material breach of Master Services Agreement or a Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

b) an order is made or a resolution is passed for the winding up, administration or receivership of the other party, or circumstances arise which entitle a court of competent jurisdiction to make any such order in respect of the other party; or

c) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors, or becomes bankrupt or insolvent; or the other party ceases, or threatens to cease, to trade; or the other party takes or suffers any similar or analogous action in any jurisdiction; or

d) the control of the other party is acquired by any person, persons or corporation which does not have control of that party at the Effective Date (as 'control' is defined under section 1124 of the Corporate Taxes Act 2010) which person, persons or corporation are competitors of the terminating party.

7.3 Upon termination of the Master Services Agreement:

7.3.1 any Contracts entered into thereunder shall also terminate, except to the extent that the parties agree in writing to continue any Contract(s);

7.3.2 the Customer shall immediately pay all Fees and Expenses accruing to Solidsoft Reply for any Contract up to and including the effective date of termination;

7.3.3 all licences, permissions or authorisations granted by Solidsoft Reply to the Customer to use any Solidsoft Reply IPR or Solidsoft Reply's Property arising under the Contract shall terminate immediately;

7.3.4 the Customer shall (without delay) destroy or return to Solidsoft Reply (at Solidsoft Reply's option) all copies of Solidsoft Reply IPR, Confidential Information or Solidsoft Reply's Property then in its possession, custody or under its control (except in so far that any copies of the same are required to be retained in order to comply with applicable law) and, in the case of destruction, certify to Solidsoft Reply that it has done so;

7.3.5 Solidsoft Reply shall (without delay) destroy or return to the Customer (at the Customer's option) all copies of Customer IPR, Confidential Information or Customer Data then in its possession, custody or under its control (except in so far that any copies of the same are required to be retained in order to comply with applicable law) and, in the case of destruction, certify to Solidsoft Reply that it has done so; and

7.3.6 Customer will comply with any and all reasonable instructions of Solidsoft Reply in relation to the termination of licences applicable to Third Party Products.

7.4 Unless expressly agreed in a Work Order, any Contract entered into under a Work Order may expire or be terminated independently of and without prejudice to the continuation

of the Master Services Agreement.

8. General

8.1 The Customer shall not, without the prior written consent of Solidsoft Reply, at any time whilst the Master Services Agreement is in effect and up to 12 months after the expiry or termination of the Master Services Agreement, seek to solicit or entice away from Solidsoft Reply any person who is, or has been, engaged as an employee or sub-contractor of Solidsoft Reply in respect of provision of the Services.

8.2 Neither party shall have any liability to the other party due to under performance of its obligations to the extent it is substantially prevented from, or delayed in, such performance by events beyond that party's reasonable control and the effects of which could not have reasonably been avoided, including strikes, lock-outs or industrial disputes (whether involving the workforce of that party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or any delay or default of suppliers or sub-contractors caused by similar events.

8.3 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. The failure by a party to enforce at any time any provision of the Contract shall not constitute a waiver of those terms or conditions.

8.4 Solidsoft Reply shall be entitled to make reference to the Customer as a client in respect of the Services on its website and in its other marketing material (in any form) but otherwise neither party shall make any public announcement about their relationship other than as is agreed by each of them in writing.

8.5 The Customer acknowledges that its selection of Solidsoft Reply, the Services or any Third-Party Products as being suitable or appropriate for its business needs is entirely at its own discretion and, to the fullest extent legally permitted, Solidsoft Reply bears no responsibility for such decision.

8.6 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

8.7 Solidsoft Reply shall indemnify the Customer against all actions, claims, proceedings, damages and associated costs (including reasonable professional legal fees) suffered by the Customer in relation to an allegation of infringement of a third party's intellectual property caused by the use or possession by Customer of material constituting Solidsoft Reply IPR or Solidsoft Reply's Property hereunder, subject to the following provisions:

a. Customer shall promptly notify Solidsoft Reply in writing of any alleged infringement of which it has notice;
b. Customer shall make no admission in respect of such allegation without Solidsoft Reply's prior written consent and shall allow Solidsoft Reply (at its cost) to defend and/or settle any corresponding claims or actions with the Customer giving Solidsoft Reply reasonable assistance (at Solidsoft Reply's expense) in such regard;
c. Solidsoft Reply shall use its reasonable endeavours to modify or replace the allegedly infringing material so that it becomes non-infringing;
d. Solidsoft Reply shall not be liable to the Customer in respect of any infringement caused directly or indirectly by Solidsoft Reply following instructions given by Customer or the Customer's unauthorised use of any Solidsoft Reply IPR or Solidsoft Reply's Property; and
e. if at any time any allegation of infringement of third party rights is made, or in Solidsoft Reply's reasonable opinion is likely to be made in respect of Solidsoft Reply IPR or Solidsoft Reply's Property, Solidsoft Reply will be entitled at its own

expense to replace or modify the relevant material provided that this does not materially impact on the performance of the Services.

8.8 The Customer shall indemnify Solidsoft Reply against all actions, claims, proceedings, damages and associated costs (including reasonable professional legal fees) suffered by Solidsoft Reply in relation to an allegation of infringement of a third party's intellectual property rights caused by the use or possession by Solidsoft Reply of any material constituting Customer IPR or Customer Data hereunder, subject to the following provisions:

a. Solidsoft Reply shall promptly notify Customer in writing of any alleged infringement of which it has notice;
b. Solidsoft Reply shall make no admission in respect of such allegation without the Customer's prior written consent and shall allow the Customer (at its cost) to defend and/or settle any corresponding claims or actions with Solidsoft Reply giving the Customer reasonable assistance (at the Customer's expense) in such regard; and
c. the Customer shall use its reasonable endeavours to modify or replace the allegedly infringing material so that it becomes non-infringing.

9. Entire Agreement

The Master Services Agreement and each Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges and agrees that in entering into the Master Services Agreement and any Contract thereunder it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of the Master Services Agreement and any Contract other than as is expressly set out thereunder.

10. Assignment

10.1 The Customer shall not, without the prior written consent of Solidsoft Reply, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Master Services Agreement or any Contract. Solidsoft Reply may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Master Services Agreement or the Contract in connection with an acquisition, merger, corporate amalgamation or reconstruction.

10.2 The Master Services Agreement or Contract is made solely for the benefit of the parties to it and (where applicable) their successors and permitted assigns, but is not intended to benefit, or be enforceable by any third party except where expressly agreed otherwise.

11. No Partnership

Nothing in the Master Services Agreement or Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12. Disputes

12.1 Any disputes or claims arising out of or in connection with the Master Services Agreement or any Contract or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts. If any provision of the Master Services Agreement or Contract shall be held by a competent court to be illegal or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect.

12.2 If any dispute arises in connection with the Master Services Agreement or Contract, the directors or other senior representatives of the parties with authority to settle the dispute will, within 7 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

12.3 If the dispute is not resolved at that meeting or within 14 days thereafter, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless expressly agreed in a Work Order between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR Notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 14 days after the date of the ADR notice.

12.4 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings in the courts of England.

13. Notices

13.1 All notices required to be served under the Master Services Agreement or Contract shall be delivered to the recipient at the address set out in in the cover sheet to the Master Services Agreement. Any such notice may be delivered:

a. by hand, in which case it will be deemed served when delivered;
b. by first class pre-paid mail, in which case it will be deemed served 2 working days after posting;
c. by facsimile, provided that a hard copy is posted to the recipient at the address set out in this Agreement within 24 hours of the notice being sent by facsimile, in which case it will be deemed served when the facsimile is sent.

14. Customer Data

14.1 The Parties will comply with the terms contained in Schedule 2 – Certificate of Designation of the Data Processor

Section B. Service Specifications

[Note: please insert specifications/description for each service being offered.]

Schedule: Template Work Order

Solidsoft Reply Master Services Agreement (Number : [ ]) **Work Order dated: [ ]** **This Work Order is entered into under and in accordance with the Master Services Agreement referred to above:**	
Services (designate which Service Specification(s) are applicable)	
Customer Location	
Commencement Date	
Contract Period	
Fees and Expenses	
Payment Schedule	
Cancellation Fees	

Third Party Products	
Assumptions or Dependencies	
Additional Terms and Conditions (where applicable)	