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# **MASTER SERVICES AGREEMENT: ANALYTICS SERVICES (WORKED EXAMPLE)**

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October 03, 2026

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## MASTER SERVICES AGREEMENT

**Subject Matter:** Framework Agreement for Analytics Services

**Parties:** Larkfield Analytics Ltd and Harbourside Housing Association

**Version:** 1.0

**Effective Date:** 01 February 2027

**Important Worked Example Notice:** The parties, individuals, addresses, registration numbers, and contact details stated in this Agreement are invented. This Agreement is a worked example only and is not a legal document, legal advice, or a substitute for advice from a qualified legal professional.

## RECITALS

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WHEREAS, Larkfield Analytics Ltd is a company incorporated in England and Wales and provides survey design, data engineering, and dashboard services.

WHEREAS, Harbourside Housing Association is a nonprofit organisation established in England and Wales and may require such services from time to time.

WHEREAS, the Parties wish to establish a framework governing Statements of Work under which the Supplier may provide Services to the Customer.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows.

## 1. DEFINITIONS

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1. **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
2. **Agreement** means this Master Services Agreement, including its schedules, exhibits, and each Statement of Work incorporated by reference.

3. **Background IP** means Intellectual Property Rights owned, developed, acquired, or controlled by a Party independently of this Agreement or a Statement of Work.
4. **Business Day** means a day other than a Saturday, Sunday, or public holiday in England.
5. **Confidential Information** means all information disclosed by or on behalf of one Party to the other Party, whether written, oral, visual, electronic, or otherwise recorded, which is confidential by nature or reasonably understood to be confidential.
6. **Customer** means Harbourside Housing Association.
7. **Deliverables** means the reports, analyses, materials, dashboard outputs, documentation, or other items expressly identified as deliverables in an applicable Statement of Work.
8. **Fees** means the fees, charges, expenses, and applicable taxes expressly stated in an applicable Statement of Work.
9. **Foreground IP** means Intellectual Property Rights created specifically for the Customer by the Supplier in performing the Services, excluding Supplier Background IP and third party materials.
10. **Intellectual Property Rights** means all intellectual property rights of any nature, including copyright, database rights, trade marks, patents, rights in confidential information, and rights in inventions.
11. **Parties** means the Supplier and the Customer, and **Party** means either of them.
12. **Services** means the survey design, data engineering, dashboard services, and related services expressly described in a signed Statement of Work.
13. **Statement of Work** or **SOW** means a written statement of work signed by both Parties under this Agreement that identifies the applicable Services, Deliverables, Fees, assumptions, dependencies, timetable, and other engagement terms.
14. **Supplier** means Larkfield Analytics Ltd.
15. **Work Product** means the Deliverables and Foreground IP produced by the Supplier specifically for the Customer under an applicable Statement of Work.

## 2. SCOPE OF SERVICES

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This Agreement establishes the framework under which the Supplier may provide Services to the Customer. No Services shall be required unless the Parties enter into a signed Statement of Work.

Each Statement of Work shall specify the particular Services, Deliverables, Fees, dependencies, assumptions, acceptance arrangements where applicable, and any engagement specific terms. The Supplier shall provide the Services with reasonable skill and care, subject to the Customer meeting its stated dependencies.

The Customer shall provide access to its relevant systems and shall appoint a named contact for each Statement of Work. The Customer shall provide such cooperation, information, decisions, and approvals as are reasonably necessary for performance of the applicable Services.

No service, deliverable, support obligation, or other commitment shall be included unless expressly set out in a signed Statement of Work. Services not set out in a signed Statement of Work are excluded from this Agreement.

If there is any conflict between this Agreement and a Statement of Work, this Agreement shall prevail unless the Statement of Work expressly identifies the provision overridden and states that it overrides this Agreement for that Statement of Work.

### **3. SERVICE LEVELS AND CHANGE ORDERS**

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Any service levels, delivery dates, milestones, acceptance procedures, or change control procedures shall apply only if expressly set out in the relevant Statement of Work.

Neither Party shall be required to perform a material change to a Statement of Work unless the Parties agree that change in writing. A written change shall identify any effect on Services, Deliverables, Fees, dependencies, and timing.

### **4. FEES & PAYMENT**

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The Customer shall pay the Fees stated in each applicable Statement of Work in the currency specified in that Statement of Work. Where a Statement of Work does not state a currency, payment shall be made in GBP.

The Supplier may invoice in accordance with the applicable Statement of Work. The Customer shall pay each undisputed invoice within 30 days after receipt.

If the Customer disputes an invoice in good faith, the Customer shall notify the Supplier within 10 Business Days after receipt of that invoice. The notice shall state the disputed amount and the reasons for the dispute. The Customer shall pay all undisputed amounts by the applicable due date.

The Parties shall seek to resolve each invoice dispute promptly and in good faith. Interest may accrue on overdue undisputed sums at a commercially reasonable rate, provided that the applicable rate shall be stated in the relevant Statement of Work or otherwise agreed in writing.

Each Party shall bear its own banking costs. Each Party shall remain responsible for taxes imposed upon that Party by applicable law, except to the extent a Statement of Work expressly provides otherwise.

## **5. INTELLECTUAL PROPERTY**

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Each Party shall retain all right, title, and interest in and to its Background IP. Nothing in this Agreement shall transfer ownership of either Party's Background IP to the other Party.

Subject to the Customer's payment of all Fees due for the relevant Statement of Work, the Supplier hereby assigns to the Customer, by way of present assignment of future rights, all right, title, and interest in the Foreground IP forming part of the Work Product. The Supplier shall execute reasonable documents necessary to give effect to that assignment.

To the extent that Supplier Background IP is incorporated into, embedded in, or necessary to use the Work Product, the Supplier grants to the Customer a non-exclusive, perpetual, worldwide, royalty-free licence to use that Supplier Background IP solely as necessary to use the applicable Work Product for the Customer's internal purposes.

The Supplier shall procure, to the extent legally permitted, that personnel engaged by the Supplier waive all moral rights in the Work Product. Where a waiver is not legally effective, the Supplier shall procure consent not to assert such rights to the extent necessary for the Customer's use of the Work Product.

The Supplier shall not incorporate open-source software or other third party materials into Deliverables unless permitted by the relevant Statement of Work or reasonably necessary to provide the Services. The Supplier shall comply with applicable licence terms and shall not knowingly impose licence terms that require disclosure of the Customer's Confidential Information or proprietary materials.

## **6. CONFIDENTIALITY**

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Each Party receiving Confidential Information shall protect it using at least the same degree of care that it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. Each receiving Party shall use Confidential Information solely to perform or exercise rights under this Agreement.

Each receiving Party may disclose Confidential Information to its employees, professional advisers, Affiliates, and subcontractors who have a need to know that information for the purposes of this Agreement, provided that those persons are bound by confidentiality obligations no less protective than those in this Section 6.

Confidential Information does not include information that the receiving Party can demonstrate: (a) was already in the public domain through no fault of the receiving Party; (b) was independently developed without use of the Confidential Information; (c) was already known to the receiving Party before disclosure; or (d) was received from a third party without a duty of confidentiality.

A receiving Party may disclose Confidential Information where required by law, regulation, or court order. Where legally permitted, the receiving Party shall give the disclosing Party prompt written notice and shall disclose only the information legally required.

The obligations in this Section 6 shall continue for five years after this Agreement ends.

## **7. DATA PROTECTION**

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Each Party shall comply with applicable law in relation to personal data processed in connection with this Agreement. If a Statement of Work requires processing of personal data by the Supplier on behalf of the Customer, the Parties shall agree appropriate written processing terms before that processing begins.

## **8. REPRESENTATIONS & WARRANTIES**

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Each Party represents that it is duly incorporated or established, has authority to enter into and perform this Agreement, and that entering into this Agreement does not materially conflict with its other binding obligations.

Each Party warrants that it shall comply with applicable law in performing its obligations under this Agreement. The Supplier further warrants that it shall perform the Services using suitably qualified personnel and with reasonable skill and care.

The Customer shall notify the Supplier of a claimed breach of the Services warranty within 30 days after becoming aware of that breach, with reasonable details. The Supplier's remedy for a valid claim shall be, at its option, to reperform the affected Services or to refund the Fees paid for the materially deficient portion of the Services.

Except as expressly stated in this Agreement, all warranties, conditions, and other terms implied by law are excluded to the fullest extent permitted by law.

## **9. INDEMNIFICATION**

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Each Party shall indemnify, defend, and hold harmless the other Party from third party claims, losses, damages, liabilities, costs, and reasonable expenses arising from the indemnifying Party's: breach of its representations or warranties; breach of

Section 6; negligence or wilful misconduct; or infringement of third party Intellectual Property Rights.

The indemnified Party shall provide prompt written notice of a claim, provided that delay shall relieve the indemnifying Party only to the extent materially prejudiced. The indemnifying Party shall control the defence and settlement of the claim.

The indemnified Party shall provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party shall not settle any claim in a manner that admits fault by, imposes liability upon, or restricts the rights of the indemnified Party without that Party's prior written consent.

Nothing in this Section 9 prevents either Party from pursuing direct first party remedies for breach of this Agreement, subject to Section 10.

## **10. LIMITATION OF LIABILITY**

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Subject to this Section 10, each Party's aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, or otherwise, shall not exceed the Fees paid or payable under the applicable Statement of Work during the 12 months preceding the event giving rise to liability. This cap is aggregate and not per incident.

Neither Party shall be liable to the other Party for indirect, consequential, special, incidental, punitive, or loss of profit damages, even if advised that such losses were possible.

The limitations in this Section 10 shall not apply to fraud, wilful misconduct, death or personal injury caused by negligence, Intellectual Property Rights infringement claims under Section 9, or breach of Section 6. These carve-outs shall apply equally to both Parties.

Nothing in this Agreement shall exclude or limit liability to the extent that exclusion or limitation is prohibited by applicable law.

## **11. FORCE MAJEURE**

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Neither Party shall be liable for delay or failure to perform an obligation caused by circumstances beyond its reasonable control, provided that the affected Party promptly notifies the other Party and uses reasonable efforts to mitigate the effect. Payment obligations for undisputed Fees shall not be excused by this Section 11.

## **12. TERM & TERMINATION**

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This Agreement shall commence on 01 February 2027 and shall continue for an initial fixed term of two years. The Parties may renew this Agreement by written agreement.

Either Party may terminate this Agreement for convenience by giving the other Party at least 30 days' prior written notice. The Customer shall pay for Services performed and properly incurred commitments up to the effective date of termination. The Supplier shall deliver Work Product completed or in progress as at that date, subject to payment of applicable Fees. No termination fee or penalty shall apply.

Either Party may terminate this Agreement or an affected Statement of Work for cause if the other Party commits a material breach and fails to cure that breach within 30 days after receiving written notice specifying the breach and required cure. Either Party may terminate immediately if the other Party enters insolvency, administration, liquidation, or analogous proceedings, except where prohibited by applicable law.

Termination shall be without prejudice to accrued rights and remedies. Termination of this Agreement shall not automatically terminate an active Statement of Work unless the termination notice expressly states otherwise or the relevant Statement of Work cannot reasonably continue independently.

## **13. CONSEQUENCES OF TERMINATION AND TRANSITION ASSISTANCE**

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Upon termination or expiry, each Party shall promptly pay all undisputed amounts accrued and due. Each Party shall, upon written request, return or securely destroy the other Party's Confidential Information, except where retention is required by law or permitted for routine backup purposes.

Licences granted under Section 5 shall continue only to the extent stated in that Section and subject to payment of applicable Fees. The Supplier shall provide reasonable transition assistance requested by the Customer under an active Statement of Work, provided that scope, timing, and Fees for such assistance are agreed in writing.

Sections 4, 5, 6, 9, 10, 13, 14, and 1.17 shall survive termination or expiry, together with any provision intended by its nature to survive. Accrued payment obligations and rights existing at termination shall also survive.

## **14. GOVERNING LAW & DISPUTE RESOLUTION**

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This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, excluding conflict of laws rules.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any non-contractual dispute or claim.

Before commencing proceedings, the Parties shall seek in good faith to resolve the dispute through discussions between appropriately authorised representatives. This requirement shall not prevent either Party from seeking urgent interim or injunctive relief.

## 15. GENERAL PROVISIONS

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### 15.1 Notices

Any notice under this Agreement shall be in writing and delivered by hand, recorded or registered post, or email with delivery confirmation. Notices shall be sent to the addresses and email contacts below, or to replacement details notified in accordance with this Section 15.1.

| Party                           | Notice Address                  | Notice Email                        |
|---------------------------------|---------------------------------|-------------------------------------|
| Larkfield Analytics Ltd         | Unit 3, Mill Lane,<br>Larkfield | notices@larkfield-analytics.example |
| Harbourside Housing Association | 12 Quay Street,<br>Harbourside  | notices@harbourside-housing.example |

A notice delivered by hand shall be deemed received when delivered. A notice sent by recorded or registered post shall be deemed received on delivery recorded by the postal service. An email shall be deemed received upon delivery confirmation. A notice received outside normal business hours shall be deemed received on the next Business Day.

### 15.2 Assignment

Neither Party shall assign, transfer, charge, subcontract, or otherwise deal with its rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed. Either Party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or change of control, upon written notice to the other Party.

This Agreement shall bind and benefit the Parties and their permitted successors and assigns.

### **15.3 Entire Agreement**

This Agreement, together with each signed Statement of Work and schedule, constitutes the entire agreement between the Parties concerning its subject matter. It supersedes all prior discussions, negotiations, representations, and agreements relating to that subject matter.

Nothing in this Section 15.3 shall limit or exclude liability for fraud or fraudulent misrepresentation.

### **15.4 Amendment**

No amendment to this Agreement shall be effective unless it is in writing and signed by authorised representatives of both Parties. No oral modification shall be effective.

### **15.5 Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. The remaining provisions shall continue in full force and effect.

## **16. SCHEDULES & EXHIBITS**

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The following schedules and exhibits may be incorporated into this Agreement when completed and signed by the Parties:

- Schedule 1: Form of Statement of Work.
- Schedule 2: Data Processing Terms, where applicable.

Each schedule and exhibit signed by the Parties shall form an integral part of this Agreement. In the event of conflict, this Agreement shall prevail unless the relevant schedule or Statement of Work expressly states that it overrides a specified provision of this Agreement.

## 17. EXECUTION & SIGNATURES

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**Place of Execution:** England and Wales.

**Date of Execution:** 01 February 2027.

| For Larkfield Analytics Ltd                                                   | For Harbourside Housing Association                                             |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| By: _____<br>Name: Imogen Farrow<br>Title: Engagement Director<br>Date: _____ | By: _____<br>Name: Tobias Reeve<br>Title: Director of Operations<br>Date: _____ |