Service Agreement

European Union version

This Service Agreement is between _____ (the “Provider”) and _____ (the “Customer”) and starts on _____.

1. Services

The Provider will provide the following services (the “Services”) with reasonable skill and care, in line with good industry practice:

_____

2. Customer responsibilities

The Customer will provide timely information, access and decisions the Provider reasonably needs. The Provider is not responsible for delays or failures caused by the Customer not doing so.

3. Fees and payment

The Customer will pay _____, plus VAT where applicable. Invoices are due within 30 days. Late payments carry statutory interest and compensation for recovery costs as provided by national law implementing Directive 2011/7/EU, and after 14 days’ written notice the Provider may suspend the Services.

4. Term and renewal

This agreement runs for an initial term of _____ and then renews for successive periods of the same length unless either party gives at least 30 days’ written notice before the end of the current term.

5. Intellectual property

Each party keeps its existing intellectual property. Deliverables created specifically for the Customer belong to the Customer once paid for, excluding the Provider’s general tools and know-how, which the Customer may use as part of the deliverables.

6. Data protection

Each party will comply with Regulation (EU) 2016/679 (the General Data Protection Regulation, GDPR) and applicable national data protection law in connection with this agreement. Where the Provider processes personal data on the Customer’s behalf, it will do so only on the Customer’s documented instructions and with appropriate security.

7. Confidentiality

Each party will keep the other’s confidential information secret and use it only for this agreement, during its term and for three years after.

8. Limitation of liability

Neither party is liable for indirect or consequential loss, or loss of profits, revenue or data. Each party’s total liability in any 12-month period is limited to the fees paid or payable in that period. These

limits do not apply to fraud, death or personal injury caused by negligence, or anything else that cannot be limited by law.

9. Termination

Either party may end this agreement immediately by written notice if the other materially breaches it and fails to remedy the breach within 30 days of notice, or becomes insolvent. On termination the Customer will pay for Services provided up to the termination date.

10. Events outside our control

Neither party is liable for delay or failure caused by events beyond its reasonable control, provided it notifies the other promptly and takes reasonable steps to limit the effect.

11. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

12. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

13. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

14. Disputes

The parties will first try in good faith to resolve any dispute through discussion, and may agree to mediation, before starting court proceedings.

15. Governing law and jurisdiction

This agreement is governed by the laws of _____. Each party submits to the jurisdiction of the courts of _____.

16. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under Regulation (EU) No 910/2014 (eIDAS), and have the same effect as handwritten signatures.

17. Signatures

Signed by the parties on the dates shown below.

Service Provider

Full name

Company

Designation

Date

Customer

Full name

Company

Designation

Date