

AEXIOMUS LIMITED
MASTER AGREEMENT

Cyberstrider is a Trading Style and Brand of Axiomus Limited

THIS MASTER AGREEMENT dated _____ is made between:

- (1) **AEXIOMUS LIMITED** whose registered office is at 20 William James House, Cowley Road, Cambridge, CB4 0WX, United Kingdom ("the Supplier") and
- (2) _____, whose registered office or principal place of business is at _____
_____ ("the Customer")

The Supplier offers various Internet, Consultancy, and Business related services to its customers. This Master Agreement sets out the Supplier's general terms and conditions that apply to the provision of those services.

When the Customer wishes the Supplier to provide any services to the Customer, the Customer will submit an order by way of an Internet based order form, Internet based order process, postal, telephone, fax or emailed request. In response, the Supplier will submit an Order Confirmation to the Customer by email or otherwise in writing.

When the Customer wishes the Supplier to provide any services to the Customer, the Customer executes a Service Schedule referring to and incorporating the Order Confirmation and the terms of this Master Agreement.

Once the Supplier accepts the order, the service will be activated and the Customer will be notified by email or otherwise in writing. The Service Schedule, commencing on the date of the Order Confirmation, shall constitute a binding contract between the Supplier and the Customer for the supply of the services described in that Service Schedule. The terms and conditions of this Master Agreement, as supplemented or amended by the terms and conditions set out in that Service Schedule, will apply to that contract.

Signed on behalf of the Supplier:
Signature: _____
Name: _____
Position: _____

Signed on behalf of the Customer:
Signature: _____
Name: _____
Position: _____

AEXIOMUS LIMITED GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "The Charges" means the charges for the Services, as specified in the Service Schedule (or as agreed in codicil to the Service Schedule), as amended from time to time under condition 4 below.
- 1.2 "The Contract" means the contract formed by the Customer ordering the service and agreeing to the Service Schedule and Master Agreement, and the Supplier accepting the order and setting up the service.
- 1.3 "The Customer's Data" means all and any information, data, computer files or other material supplied by the Customer from time to time to the Supplier.
- 1.4 "The Deliverables" means any software, documentation or other materials provided to the Customer by the Supplier under the Service Schedule.
- 1.5 "Intellectual Property Rights" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether or not presently existing or applied for.
- 1.6 "The Master Agreement" means this agreement, agreed on behalf of both the Supplier and the Customer, including these general terms and conditions.
- 1.7 "The Services" means the services described in the Service Schedule and the Order Confirmation as ordered by the Customer, as amended from time to time under condition 3 below.
- 1.8 "A Service Schedule" means a Service Schedule, agreed on behalf of the Customer and accepted and on behalf of the Supplier that refers to and incorporates this Master Agreement.
- 1.9 "The Service Schedule" means the specific Service Schedule that contains, amongst other things such as an Order Confirmation, a description of the Services to be provided by the Supplier under that Schedule and the charges for those Services.

2. INTERPRETATION AND CONSTRUCTION

- 2.1 Each Service Schedule creates a separate contract between the Supplier and the Customer for the supply of the Services described in that Service Schedule.
- 2.2 The Master Agreement supersedes all prior agreements, arrangements, representations and undertakings between the Supplier and the Customer in respect of its subject matter and, together with the Service Schedule, constitutes the entire agreement between the parties relating to the subject matter of that Service Schedule. No addition to or modification of any provision of the Master Agreement or any Service Schedule will be binding on the Supplier or the Customer unless recorded in writing and signed by the respective authorised representatives.
- 2.3 The headings to the conditions in the Master Agreement and the Service Schedules are for ease of reference only and do not affect their interpretation or construction.
- 2.4 The Master Agreement and the Service Schedules are governed by and are to be construed in accordance with English law, and the Supplier and the Customer will submit to the exclusive jurisdiction of the English Courts.
- 2.5 If any clause in the Master Agreement and the Service Schedules is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.
- 2.6 If there is any conflict or inconsistency between the terms of the Master Agreement and any Service Schedule, the terms of that Service Schedule will prevail.

3. **SERVICES**

- 3.1 The Supplier will provide the Services to the Customer on the terms of the Master Agreement and the Service Schedule.
- 3.2 At any time either the Supplier or the Customer may suggest a change to the Services. The Supplier will be entitled to charge the Customer at the Supplier's standard rates from time to time for investigating or implementing (or both) any such suggestion made by the Customer.
- 3.3 Neither the Supplier nor the Customer will be obliged to agree to any suggested change to the Services and, until any change to the Services (together with any consequential changes to the Master Agreement and the Service Schedule) has been mutually agreed and recorded in writing in accordance with condition 2.2 above, the Supplier and the Customer will continue to perform the Contract without taking account of the suggested change.

4. **CHARGES AND PAYMENT**

- 4.1 The Charges for the Services are set out in the Service Schedule and specific Order Confirmation. The Customer will pay the Charges to the Supplier in accordance with the Service Schedule.
- 4.2 If the Customer requires the Supplier to work outside its normal working hours in order to provide any of the Services, the Customer will also pay the Supplier for doing so at the Supplier's standard over-time rates from time to time.
- 4.3 The Supplier will be entitled from time to time to increase any periodic Charge or other rates of charge (or both) by giving to the Customer not less than thirty (30) days' notice in advance.
- 4.4 The Supplier will be entitled at any time to amend the Charges to take into account any increase in the payments or any additional payments which the Supplier makes or is to make to any third party.
- 4.5 The Supplier shall issue invoices to the Customer in advance of the relevant sums becoming due. The Charges and all other amounts payable to the Supplier are exclusive of Value Added Tax (or any similar tax) which will be paid by the Customer at the rate and in the manner from time to time prescribed by law, and without deduction or set-off, within the due date as specified in the Supplier's invoice.
- 4.6 Unless otherwise agreed in writing by the Supplier, payments by the Customer shall be made by Standing Order (or if applicable by Direct Debit). If a different payment method is agreed then this will be subject to a 20% surcharge per invoice.
- 4.7 If any amount payable to the Supplier by the Customer is not paid in cleared funds by the due date then (without prejudice to the Supplier's other rights and remedies),
 - 4.7.1 For Consumers:
 - 4.7.1.1 on the due date, the Supplier shall be entitled to suspend and cease to provide all Services until payment has been made in full;
 - 4.7.1.2 within 2 days of the due date, the Supplier shall be entitled to terminate the Service Schedule forthwith. In addition the Supplier may attempt to obtain payment via a court order or employ a third party to collect the outstanding debt and the Supplier shall be entitled to charge an additional fee of 35% of the total outstanding sums from the Customer.
 - 4.7.2 For Business (and other types of) Customers, within:
 - 4.7.2.1 10 days of the due date, the Supplier shall be entitled to charge compensation of £40 (plus VAT) per outstanding invoice and interest on any outstanding sums at the statutory rate prescribed in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until payment is received by the Supplier in cleared funds;
 - 4.7.2.2 15 days of the due date, the Supplier shall be entitled to cease to provide some or all of the Services until payment (plus payment of compensation and interest under clause 4.7.2.1) has been made in full;
 - 4.7.2.3 30 days of the due date, the Supplier shall be entitled to suspend and cease to provide all Services until payment (including payment of compensation and

interest under clause 4.7.2.1 and a reconnection fee of £250 plus VAT) has been made in full;

4.7.2.4 60 days of the due date, the Supplier shall be entitled to terminate the Service Schedule forthwith. The Supplier may employ a third party to collect the outstanding debt and the Supplier shall be entitled to charge an additional fee of 35% of the total outstanding sums (to include the outstanding invoices, payment of compensation and interest under clause 4.7.2.1)

4.8 The Supplier reserves the right to charge the Customer at the Supplier's standard rates from time to time for any work carried out by the Supplier which is not included in the Services and for any additional work and for any additional expenses caused by any delay on the part of, or the act or omission of, the Customer or any third party.

4.9 The Customer will reimburse the Supplier on demand for all expenses incurred or which the Supplier has undertaken to incur in connection with the provision of the Services to the Customer.

4.10 If the Customer or any third party does not perform any task and the Supplier performs that task, the Customer will pay the Supplier for doing so at the Supplier's standard rates in force from time to time.

4.11 The Customer will pay a charge of £45 (plus VAT) to cover the costs incurred by the Supplier should a payment by the Customer be incorrectly rejected or returned or required to be re-presented. In the case of credit or debit card payments, an additional 7% of the value will be charged to cover card processing and charge-back costs.

4.12 On the termination or expiry of the Service Schedule the Customer will pay the Supplier all unpaid Charges accrued up to the date of termination or expiry of the Service Schedule, and for all work done and expenses we have incurred or agreed to incur in connection with the Services.

4.13 All payments made by the Customer under the Service Schedule shall be made in full without any set-off, restriction or condition and without any deductions for or account of any counterclaim.

4.14 The Customer will lodge any disagreement with items presented in any invoice prior to the due date with documentary proof as to why an invoice or item is inaccurate or incorrect. On and after the due date, an invoice is regarded as correct.

4.15 No refund of any Charges or expenses paid in advance will be made on the termination or expiry of any Service Schedule.

4.16 The Customer grants the Supplier a lien over the Customer's equipment to secure all sums due, owing or incurred to the Supplier under the Service Schedule and such lien shall continue and the Supplier shall be entitled to retain possession of all Customer equipment until the Supplier has received all such sums in cleared funds.

4.17 The Supplier reserves the right to request that the Customer provide a deposit, a parent company guarantee or an additional third party guarantee prior to delivery of service.

5. DURATION

5.1 The Master Agreement will take effect on the date of first Order Confirmation, and its terms will apply to all Contracts formed after that date. Where a newer Master Agreement shall supersede this one, its terms will apply to all Contracts formed after the date of that newer Master Agreement. Further, any superseding Master Agreement or superseding Service Schedule shall apply to on the next payment due date,

5.2 Each Service Schedule will take effect on the date of Order Confirmation and will continue until it is superseded, or expires or is terminated by either party in accordance with the provisions of that Service Schedule or condition 8 below.

6. THE CUSTOMER'S OBLIGATIONS

6.1 The Customer will, at its expense, perform its obligations set out in the Service Schedules.

6.2 The Customer will provide the Supplier, free of charge, with all information, materials, documentation, resources and facilities reasonably requested by the Supplier to allow the Supplier to provide the Services and the Deliverables. The Customer will ensure that its staff, contractors and other suppliers

co-operate fully with the Supplier and cause no delay. Where the Supplier needs the Customer to provide information or to take a decision, the Customer will do so promptly and so as not to delay the Supplier.

- 6.3 Whilst any of the Supplier's employees are working on the Customer's premises, the Customer will ensure their health and safety.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The contents of all reports, documents, specifications, presentations, software and documentation prepared, made or written by the Supplier for or to the Customer, all advice given by the Supplier to the Customer, all the methodologies used by the Supplier in working for the Customer and the results of the work done by the Supplier for the Customer, are for the use of the Customer only and the Customer will not divulge them to any third party or use them for any purpose other than for using the Services in accordance with the Master Agreement and the Service Schedule.
- 7.2 Except as specifically provided for in the Service Schedule, the Intellectual Property Rights in all computer software, documentation, specifications and other materials which the Supplier produces or supplies, and in all ideas, methodologies, inventions, discoveries, designs, concepts and work arising from any services the Supplier provides to the Customer will, as between the Customer and the Supplier, belong to the Supplier. If requested by the Supplier, the Customer will do what is necessary (including executing any documents) to enable the Supplier to enjoy, defend and enforce those rights.
- 7.3 The Customer acknowledges that it will not have any rights in respect of any products, materials or methodologies used by the Supplier and owned by the Supplier or any third party, and the Customer agrees to keep the same strictly confidential.

8. TERMINATION

- 8.1 Any or all of the Service Schedules may be terminated:
- 8.1.1 by the Supplier immediately on giving notice in writing to the Customer if the Customer fails to pay any sum due to the Supplier under the terms of the Master Agreement or any Service Schedule and that sum remains unpaid after notice from the Supplier that that sum has not been paid; or
- 8.1.2 by the Supplier immediately on giving notice to the Customer if the Customer commits any material breach of any term of the Master Agreement or any Service Schedule, (other than any failure by the Customer to make any payment, in which case the provisions of condition 8.1.1 will apply) and (in the case of a breach which is capable of being remedied) has failed, within 28 days after the receipt of a request in writing from the Supplier so to do, to remedy the breach; or
- 8.1.3 by either party immediately on giving notice in writing to the other if the other has a receiver or administrative receiver appointed of it or over any part of its undertaking or assets, or passes a resolution for winding-up (other than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other party becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun, or if the other party ceases or threatens to cease to carry on its business.
- 8.2 The Customer may terminate any Service Schedule immediately on giving notice in writing to the Supplier if the Supplier commits any material breach of any term of that Service Schedule and (in the case of a breach capable of being remedied) has failed within 28 days after receipt of a request in writing from the Customer to do so, to remedy the breach.
- 8.3 Any termination or expiry of a Service Schedule (however it happens) will not affect any accrued rights or liabilities of either party. Nor will it affect the coming into force or the continuing in force of any provision of the Master Agreement or of that Service Schedule which is expressly, or by implication, intended to come into or continue in force on or after the termination or expiry of that Service Schedule.
- 8.4 The termination or expiry of a Service Schedule will not affect the continuing in force of any other Service Schedule unless that other Service Schedule expires or is expressly terminated in accordance with the Master Agreement or the provisions of that other Service Schedule.

- 8.5 Conditions 2, 4, 7, 8.3, 8.4, 10, 11, 12 and 13 of the Master Agreement will survive the termination or expiry of any Service Schedule.

9. **ASSIGNMENT**

The Customer may not assign or transfer the Master Agreement or any Service Schedule (including any items that form part of the Service under that Service Schedule) either in whole or in part or sub-license any of its rights under the Master Agreement or any Service Schedule.

10. **DELAYS**

10.1 Despite anything else contained in the Master Agreement or any Service Schedule, neither party will be liable for any delay or failure in performing its obligations under the Master Agreement or any Service Schedule (except an obligation to make payment) if that delay or failure is caused by circumstances beyond its control (including, without limitation, any delay caused by any act or omission of the other party or any third party), and the party so delaying will be entitled to a reasonable extension of time for the performance of its obligations.

10.2 The Supplier will endeavour to comply with any timetable or dates which the Supplier has given to the Customer for the performance of the Services, but any such timetable or dates are estimates only, and the Supplier will not be liable for any delay or failure to perform in accordance with that timetable or those dates.

11. **CUSTOMER'S WARRANTIES**

11.1 The Customer warrants to the Supplier that the Customer has not been induced to enter into the Master Agreement by any warranties or representations, except those specifically contained in the Master Agreement as warranties. The Customer waives any claim for breach of any representation and for any misrepresentation, except in respect of any fraudulent misrepresentation.

11.2 The Customer warrants to the Supplier that none of the Customer's Data or its provision to the Supplier will infringe the Intellectual Property Rights of any third party, or contain anything which is obscene or defamatory, or which is a malicious falsehood, or will breach any applicable data protection legislation or any data protection principles.

11.3 The Customer warrants to the Supplier that the Customer has the right to disclose the Customer's Data to the Supplier and that the Supplier is entitled to retain, disclose and amend that information for the purposes of fulfilling its obligations under the Master Agreement and any Service Schedule. Without prejudice to the above, the Customer also warrants that it has obtained the consent of any individual whose personal data are disclosed to the Supplier under the Master Agreement or any Service Schedule.

11.4 The Customer warrants to the Supplier that the Customer's Data is complete, up to date, true and correct and that all additions and changes to the Customer's Data will be complete, up to date, true and correct, and that the Customer will not do anything or omit to do anything which might put the Supplier in breach of any Data Protection legislation or any Data Protection Principles.

11.5 The Customer will indemnify the Supplier and keep the Supplier indemnified against all claims, costs, damages, losses, expenses and liabilities incurred by the Supplier in connection with any breach of any of the Customer's warranties in conditions 11.1, 11.2, 11.3 and 11.4 above and in connection with any breach by the Customer of any of its warranties or obligations under any Service Schedule.

12. **THE SUPPLIER'S WARRANTY AND LIABILITY**

12.1 The Supplier will perform the Services with reasonable skill and care. If the Services are not provided in accordance with this warranty and the Customer notifies the Supplier in writing of the non-compliance with this warranty within 3 months after performance, the Supplier will re-perform the Services.

12.2 No representation or warranty is given that the Services or the Deliverables will be uninterrupted or error free or that all errors, defects or deficiencies can be corrected or remedied.

- 12.3 Because of the uncertainty of future events and circumstances the Supplier does not guarantee that its forecasts, projections, advice or recommendations, or the contents of any report, presentation or other document will be achievable, and the Customer acknowledges that the Supplier gives the same to address specific circumstances at the time. All information supplied by the Supplier will be supplied in good faith but the accuracy and completeness of any information obtained from, or based on information obtained from, the Customer or any third party is not guaranteed by the Supplier. It is not within the scope of the Supplier's obligations to enquire as to or to verify the accuracy or completeness of any such information.
- 12.4 The Supplier will not be liable in contract or in tort (including negligence) or in any other way for any loss or damage sustained or incurred by the Customer or any third party (including, without limitation, any loss of use of any software or equipment, or loss of or spoiling of any data, or the results of processing any data) resulting from any defect, deficiency or error in any equipment or in any software or in any associated documentation, or for any failure or interruption of any telecommunications facilities or network systems.
- 12.5 The Supplier limits its liability for any loss or damage to tangible property of the Customer to that which has been caused directly by the negligence of the Supplier or its employees acting in the course of their employment and the Supplier will not be liable for any loss or damage to any tangible property which exceeds in aggregate £500 sterling or the value of the property lost, or the cost of repairing the damage to the property (whichever is the less).
- 12.6 Subject to condition 12.9 below, but otherwise despite anything else contained in the Master Agreement or any Service Schedule, the Supplier will not be liable to the Customer for loss of profits, loss of business, loss of anticipated savings, loss of opportunity, loss of contracts, loss or spoiling of data or any indirect or consequential loss, whether arising from negligence, breach of contract or in any other way, and whether or not of a kind foreseeable by the Supplier.
- 12.7 The Supplier will not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date security copies of the computer programs and data which it uses; the Customer's failure to comply with any technical prerequisites specified from time to time by the licensor of any software or the manufacturer of any equipment; any error or incompleteness in the Customer's Data; any fault in any media; any delay or failure on the part of the Customer in providing any of the Customer's Data to the Supplier; any delay or failure on the part of the Customer to notify the Supplier of any error in any output or of any actual or suspected failure of, or error or defect in, any equipment, software, network or telecommunications system; any failure of the Customer to comply with the terms and conditions of the Master Agreement or any Service Schedule; or any delay or failure on the part of any hardware or software supplier or maintainer to correct any fault or defect or to provide any other service.
- 12.8 All terms, conditions, representations and warranties, express or implied, not set out in the Master Agreement or in the Service Schedule are, to the fullest extent permitted by law, excluded from applying to the Contract including (without limitation) any implied warranties, terms and conditions as to performance, fitness for purpose, merchantability and satisfactory quality.
- 12.9 The limitations and exclusions on the Supplier's liability in the Master Agreement or any Service Schedule do not apply in respect of death or personal injury caused by the negligence of the Supplier or its employees acting in the course of their employment, or in respect of any fraudulent misrepresentation.
- 12.10 The Supplier shall not be liable to the Customer for any breach of this agreement for failing to perform any obligation where such breach or failure was a result of any Act of God, insurrection or civil disorder, war or military operations, inclement weather, failure or shortage of power supplies, flood drought, lightning or fire, national or local emergency, acts or omissions of government, highway authority or other government authority, compliance with any statutory obligation, industrial disputes of any kind, the acts or omissions of other telecommunications operators or any cause beyond the Supplier's reasonable control.
- 12.11 The Customer acknowledges that the exclusions and limitations on the Supplier's liability in the Master Agreement have been drawn to the Customer's attention and that the Supplier is willing to undertake greater liability than that mentioned above or in any Service Schedule provided the Supplier is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.

13. **WAIVER OF REMEDIES**

No forbearance or delay by either the Supplier or the Customer in enforcing any of its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any subsequent breach. No right, power or remedy conferred on or reserved to either the Supplier or the Customer is exclusive of any other right, power or remedy available to it and each of those rights, powers and remedies is cumulative.

14. **NOTICES**

All notices to be given under the Master Agreement or any Service Schedule will be deemed to have been served only if delivered by hand or sent by pre-paid post, or by fax or e-mail, to the intended recipient at its last known postal or e-mail address or fax number. The notice will be effective: if delivered by hand, on delivery; if sent by fax or e-mail, when the sender receives confirmation of error free transmission or of receipt; and if sent by post, on the fourth day after posting.