



MASTER SOFTWARE AND SERVICES AGREEMENT

("the Agreement")



MASTER SOFTWARE & SERVICES AGREEMENT

THIS AGREEMENT is made as of the XXXXXXXXXX (the “Effective Date”)

BETWEEN:

(1) i15 Limited(Registered No: 9733528) ("Provider") whose registered office is 124 City Road, London, EC1V 2NX

and

(2) CUSTOMER NAME LIMITED (Registered No: XXXXXXXX) (“Customer”) whose registered office is
.....

(each of Provider and Customer, a Party and, collectively, the “Parties”)

WHEREAS the Customer wishes the Provider to provide the Software and Services specified in the Statements of Work, and the Provider wishes to do so on the terms and conditions of this Agreement.

IT IS AGREED as follows:

The Provider will supply and the Customer agrees to accept the Software and Services in accordance with the terms and conditions of this Agreement. This Agreement comprises:

- (i) this page;
- (ii) the terms and conditions which follow;
- (iii) any Statements of Work which are pre-existing at the Effective Date and signed by both parties;
- (iv) any future Statements of Work which may be signed by both parties.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The following expressions have the following meanings in this Agreement:

Consultant	means an employee of the Provider, or a sub-contractor engaged by the Provider to provide the Services.
Documentation	means documentation provided by the Provider to help the Customer use the Software or Services.
Group Company	means (in respect of either party) that party's holding company, its subsidiaries and any subsidiaries of such holding company from time to time, where 'holding company' and 'subsidiary' have the meanings given in section 1159 of the Companies Act 2006.
Managed Services	means the monitoring by the Provider of business critical systems and/or other support services specified in any Statements of Work which are classified as managed services.
New Intellectual Property Rights	means the Intellectual Property Rights that vest with the Customer from the Software Development
Partner of Record	means the designation informing Microsoft that the Provider as one of Microsoft's partners is servicing your Microsoft Online Services subscription.
Professional Services	means the consultancy and other services specified in any Statements of Work which are classified as professional services.
Services	means any or all of the Managed Services, Professional Services, Software Development, and Software Support and Maintenance to be performed by the Provider under this Agreement.
Software	means the software items specified in any Statements of Work which are classified as software licence.
Software Development	means the software development and/or modifications specified in any Statements of Work which are classified as software development.
Software Support and Maintenance	means the software support and maintenance services specified in any Statements of Work which are classified as software support and maintenance.
Statement of Work	means a document signed by both parties (or referenced by this Agreement which is signed by both parties) which details Software and/or Services to be delivered under this Agreement.

- 1.2 In the event of any conflict or ambiguity between the components of this Agreement, the components shall have the following priority: first the Statements of Work, then secondly this Agreement.
- 1.3 Unless the context requires otherwise, words implying the singular shall include the plural and vice versa.
- 1.4 Clause headings are inserted for ease of reference only and shall be ignored in interpreting this Agreement.

2. TIME & MATERIALS

- 2.1 Unless otherwise stated in a relevant Statement of Work, the Provider will charge the Customer for the Services on a time & materials basis. Under this basis, all prices quoted to the Customer are estimates only and are subject to change by the Provider. The Provider shall notify the Customer as soon as reasonably practicable of any changes in its estimates relating to the Services.

3 PRICES AND PAYMENT

- 3.1 Prices for Software and Services are detailed in the appropriate Statements of Work and are expressed in pounds sterling unless otherwise indicated. All prices are stated exclusive of VAT, which will be charged to the Customer at the then prevailing rate where appropriate.
- 3.2 Charges for Professional Services and Software Development, together with any related expenses, will be invoiced by the Provider in appropriate stages or monthly in arrears.
- 3.3 The Customer shall reimburse the Provider for all reasonable and applicable business expenses incurred in providing the Software and Services, including but not limited to accommodation, travel and subsistence. Expenses will be recharged at cost or standard rates approximately equal to cost.
- 3.4 A working day shall comprise any 7½ working hours not including travel (unless travel falls into the criteria specified later in this clause). Prices are based on the provision of Services during normal working hours, defined as 9.00 am to 5.30 pm Monday to Friday inclusive, excluding public holidays. Work outside of these hours will be undertaken at the discretion of the Provider and, unless otherwise stated in a relevant Statement of Work, will be subject to additional charges. The Provider will also charge for travelling time overseas and for exceptional journeys made at the Customer's request.
- 3.5 The Provider reserves the right to amend its prices for subsequent Software and Services. The Provider will give the Customer written notice, usually in the form of a new Statement of Work, for any change to prices or charge-out rates before starting work.
- 3.6 If no payment terms are stated in a relevant Statement of Work, payment for undisputed Software, Services and related expenses is due and will be made by the Customer within 30 days of date of invoice for the same, payment being made by way of electronic bank funds transfer to bank account of the Provider's choosing.

- 3.7 This Agreement is divisible. Each delivery of Software or Services shall be invoiced separately and is payable in full and without set-off or deduction and in accordance with the payment terms in clause 3.6
- (i) notwithstanding that the Software or Services form only part of a Statement of Work or project which has not been completed, and
 - (ii) without reference to and notwithstanding any defect or default in any other Software or Services.
- 3.8 Failure to meet due payment dates will entitle the Provider to stop work and withhold or remove Services, Software and Software Development until such time as payment is received, except where such failure relates to an invoice on which the Customer has notified a dispute in good faith. The Customer shall not have any right to withhold, or any right of set-off, with respect to payments due to the Provider under this Agreement.
- 3.9 The Provider shall be entitled to charge interest on a daily basis at the rate of 8% per annum above the Bank of England base rate in respect of any undisputed amount which is due and not yet paid.

4 SPECIFICATION AND CHANGE CONTROL

- 4.1 Statements of Work will be prepared by The Provider and submitted to the Customer for approval and no Services shall be commenced until such approval has been obtained.
- 4.2 Any change to the Services shall be mutually agreed and an appropriate addendum to the Statement of Work signed by both parties. The original Statement of Work shall remain in effect unless and until an addendum has been signed by both parties.
- 4.3 Reasonable changes to the Services shall not be unreasonably refused or delayed by either party. The Customer acknowledges that any change may affect delivery times and pricing.

5 PERSONNEL

- 5.1 The Provider shall assign Consultants with qualifications suitable for the work described in the relevant Statement of Work and shall have the right to replace a Consultant during provision of the Services with another appropriate Consultant.
- 5.2 The Provider reserves the right to sub-contract any of the Services to be provided under this Agreement, including to any one or more of its affiliated entities, but shall remain at all times responsible for the delivery of the Services.
- 5.3 During the term of this Agreement and for a period of two years after final payment has been received by the Provider for any of the Software or Services to be provided hereunder, the Customer shall not, whether directly or indirectly, actively solicit nor offer employment to nor contract the services of any of the personnel who have been engaged in work performed under this Agreement without the prior written consent of the Provider.
- 5.4 In the event of the Customer employing or using the services of any such personnel, whether directly or indirectly, without the Provider's prior written approval, the Customer shall pay the

Provider a sum equivalent to the current annual gross earnings of that person. Such sum shall be due and payable immediately upon the termination of such individual's employment or contract for services with the Provider.

- 5.5 Each party will take all reasonable precautions to ensure the health and safety of the other's personnel while the same are at its premises. In the UK, the parties agree to observe the provisions of the Health and Safety at Work Act 1974 and any amendments thereto and, while on each other's premises, they will conform with each other's safety rules and procedures from time to time in force.

6 TIME AND DELIVERY

- 6.1 The Provider shall use all reasonable endeavours to provide the Services in accordance with any timescales which may be detailed in a Statement of Work.
- 6.2 Software and Software Development shall be delivered to the Customer in machine readable form together with Documentation where applicable.
- 6.3 The Provider and the Customer will hold a review meeting every 90 days to discuss all open Statements of Work and agree solutions to any problems arising.

7 SOFTWARE LICENCE

- 7.1 Subject to any conditions contained in the relevant Statement of Work, the Customer is hereby granted a non-exclusive licence to use the Software and any related Documentation for its own internal business. The Customer is permitted to make copies of the Software as necessary for archival, back-up and disaster recovery purposes only. All copyright and other proprietary notices contained in the original must be reproduced on all copies.
- 7.2 Except as expressly provided (or permitted by law despite this prohibition), the Customer shall not copy, transfer, modify, decompile, reverse engineer, disassemble or create derivative works from the Software as supplied for any purpose whatsoever.
- 7.3 The licence granted is personal to the Customer and is limited to any period set down in the relevant Statement of Work. The Customer may not assign, sub-licence, share, rent out or otherwise transfer all or any of its rights under the licence to any third party, save that the Customer may allow access to and use of the Software and Documentation by:
- (i) a Group Company; and
 - (ii) a third party IT services provider whose agreement with the Customer prohibits it from deriving any commercial gain from the Software and binds it to the provisions of this clause 7. The Customer shall be liable to the Provider for any breach of this clause 7 by any party that it allows access to the Software or Documentation.
- 7.4 The Customer shall, and shall procure that its employees shall also, preserve the confidentiality of the Software and its Documentation and in particular shall not allow unauthorised access to the Software or its Documentation or disclose confidential information relating to it.
- 7.5 In the event that the Customer:

- (i) ceases business, or if an administrator, administrative receiver, receiver, manager or liquidator is appointed over any of its business or assets, or if it suffers any similar arrangement in consequence of debt, or
- (ii) is in breach of any of clauses 7.1 to 7.4 of this Agreement and fails to remedy such breach within 10 days of written notice given by N the Provider, then without prejudice to other remedies available for the said breach, the Provider may terminate the above licence forthwith by written notice to the Customer. Upon termination of the licence, the Customer shall immediately cease using the Software. Within 30 days of termination of the licence, the Customer will, as the Provider directs, return to The Provider or destroy all copies of the Software and its Documentation and certify in writing to The Provider that it has done so.

8 INTELLECTUAL PROPERTY

- 8.1 Copyrights, patent rights and all other intellectual property rights in:
 - (i) all Software, Professional Services, Managed Services, Software Support and Maintenance and related Statements of Work and Documentation (but not, for the avoidance of doubt, in any Software Development); and
 - (ii) all ideas, know-how and techniques provided, utilised or developed by the Provider in connection with this Agreement (but not for the avoidance of doubt, in any Software Development) shall be and remain the property of the Provider, its suppliers and its licensors.
- 8.2 The Customer is hereby granted a non-exclusive, perpetual, royalty-free licence to use the Professional Services, Managed Services, Software Support and Maintenance and related Statements of Work and Documentation for its own internal business. For the avoidance of doubt, the Customer shall not transfer any such intellectual property licenced or otherwise made available by the Provider to any third party for commercial gain.
- 8.3 For the purposes of clause 8.2, references to the Customer shall include a third party IT services provider whose agreement with the Customer binds it to the provisions of this clause 8, and any Group Company.
- 8.4 Subject to clause 8.5, upon final payment for the Software Development, intellectual property rights in the Software Development (New Intellectual Property Rights) shall vest in the Customer.
- 8.5 In the event that the Software Development contains an open source component, the Customer accepts that its rights in the Software Development are subject to the governing open source licence.
- 8.6 The Provider warrants that it owns or has valid licences for the intellectual property rights necessary for the performance of its obligations and for the rights licensed to the Customer under this Agreement.
- 8.7 The Customer shall notify the Provider immediately in writing of any action and related claims brought against the Customer alleging that the Customer's use of the Software or Services infringes a patent or copyright.
- 8.8 In the event that a final injunction shall be obtained against the Customer's use of the Software or Services by reason of such infringement, the Provider will at its own option and expense either procure for the Customer the right to continue using such Software or Services (or parts thereof),

replace or modify the same so that it becomes non-infringing without detracting overall from its performance, or repay to the Customer the fees and charges paid by the Customer in respect of any Software or Services which are rendered unusable. This Agreement will then be discharged and cease to have effect in respect of the relevant Software or Services.

- 8.9 The Provider shall not be liable if the alleged infringement is based upon:
- (i) the use of Software or Services in combination with products not supplied or approved by the Provider; or
 - (ii) compliance with designs or specifications furnished by or on behalf of the Customer. The foregoing states the entire liability of the Provider for infringements by the Provider for any Software or Services supplied.
- 8.10 The Provider and its licensors may in their sole discretion develop, use or market and licence to third parties any Software, Professional Services, Managed Services, Software Support and Maintenance and related Statements of Work and Documentation that the Provider has supplied to the Customer under this Agreement.

9 CUSTOMER OBLIGATIONS

- 9.1 The Customer shall provide at no charge to the Provider the opportunity to install The Provider's own software to facilitate the provision of Services under this Agreement, and the opportunity to remove it upon termination of this Agreement. Such software shall remain the property of the Provider at all times.
- 9.2 The Customer will provide the Provider with all necessary co-operation, information, equipment, data and support that may reasonably be required by the Provider for the performance of its obligations hereunder, including access to premises, facilities, systems and personnel at such reasonable times as the Provider requests.
- 9.3 The Customer shall execute all works and duties that may be detailed in the Statement of Work as being the Customer's responsibility and assume full responsibility for all matters not explicitly assigned to the Provider.
- 9.4 The Customer shall nominate an appropriate contact person for the Provider who shall supply reasonably requested information and take, or obtain from others, decisions relating to the Services without undue delay.
- 9.5 The Provider shall be entitled to charge the Customer at its standard daily rates for any additional work required or time wasted as a result of the Customer cancelling an agreed assignment with less than 14 days' notice or otherwise failing to discharge its responsibilities.
- 9.6 The Provider shall not be held in breach of this Agreement if it is delayed or otherwise prevented from performing the Services as a result of a failure or breach of this Agreement by the Customer.
- 9.7 Both parties undertake that any disclosure of personal data shall be in compliance with the provisions of the Data Protection Act 1998 and all other applicable data protection legislation.
- 9.8 The Customer shall obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, in all cases before provision of the Services commences.

- 9.9 The Customer warrants that:
- (i) the information and software it makes available to The Provider is owned by or properly licensed to the Customer; and
 - (ii) The Provider's use or modification of such information or software in accordance with the Statements of Work does not infringe the intellectual property rights of any third party.
- 9.10 The Customer will ensure that the Provider are nominated as the Partner of Record for all the Customer's relevant Microsoft subscriptions whilst this Agreement is in effect.

10 WARRANTY

- 10.1 The Provider will provide the Services with reasonable skill and care and ensure that its Consultants are competent and capable of providing the Services.
- 10.2 The Provider shall be liable for the reasonable correction, at its own cost, of material defects in the provision of the Services that are notified to the Provider in writing by the Customer within 30 days from the date of delivery.
- 10.3 If within 90 days from the date of delivery the Customer notifies the Provider of a material and demonstrable respect in which the Software or Software Development does not provide the facilities and functions specified in and substantially comply with the specification in the relevant Statement of Work, then the Provider will in its sole discretion either remedy the defect or supply alternative software for the same application, provided that:
- (i) the Customer has used the Software or Software Development in accordance with the Provider's operating instructions; and
 - (ii) the Customer has not authorised any third party to use, modify, interfere with or perform maintenance on the same, unless such action was approved by the Provider.
- 10.4 If the Customer fails to notify the Provider within the said 30 or 90-day period (as applicable), the Customer will be deemed to have fully tested the same and to be wholly satisfied with the results thereof.
- 10.5 In the event that The Provider is unable within a reasonable time to effect the correction, remedy or replacement pursuant to clauses 10.2 or 10.3, then the Provider will repay to the Customer the fees and charges paid by the Customer in respect of the relevant Software or Services and those elements of this Agreement which relate to such Software or Services will be discharged and cease to have effect.
- 10.6 For the avoidance of doubt, the Provider does not hold itself out as being expert in the business of the Customer and the Provider does not represent or warrant that the Software or Services will meet all of the Customer's requirements or that the operation of such will be uninterrupted or error free. The Customer acknowledges that it is the Customer's responsibility to ensure that the descriptions contained in the Statements of Work will meet the Customer's requirements.
- 10.7 Except for the expressed warranties above, the Provider disclaims all other warranties relating to any Software or Services, whether expressed or implied by law or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) and the foregoing warranties are in lieu of all obligations or liabilities on the part of the Provider for damages arising out of or in connection with the provision of Software or Services.

11 THE PROVIDER OBLIGATIONS

- 11.1 The Provider will indemnify the Customer for direct physical injury or death caused by the negligence of the Provider or its Consultants acting in the course of its business. The Provider's liability for such death or physical injury shall be unlimited.
- 11.2 The Provider will indemnify the Customer for direct physical damage to tangible property, excluding loss of or damage to data, documents or other software, caused by the negligence of its Consultants while acting in the course of its business, provided that the Provider's total liability to the Customer under this Agreement shall be limited to £1,000,000 for any one event or connected events arising out of a single cause.
- 11.3 The Provider shall in no event be liable for the loss of or damage to any document or data supplied by the Customer. It is specifically declared to be the Customer's responsibility to ensure that it has and maintains adequate back-up copies of any documents or data. If the Customer fails to maintain adequate back-up copies, the Provider shall charge the Customer for any time spent in attempting to recover files, whether successful or not.
- 11.4 Under no circumstances shall the Provider be liable for i) loss of profits, revenue, contracts, goodwill or anticipated savings or for any incidental, consequential, special or indirect losses or damages arising under, out of or in connection with this Agreement or any breach of it, or arising from the supply or use of or any defect in the Software, Services or Documentation; or ii) any loss or damage which could have been avoided by the Customer following the Provider's reasonable instructions and advice.
- 11.5 Other than as stated within this Agreement, all terms, conditions, warranties, representations or guarantees whether expressed or implied (by statute, common law or otherwise) relating to the performance, quality, description or fitness for purpose of the Software, Services and/or any other items supplied under this Agreement or otherwise relating to the performance by the Provider of its obligations are excluded.
- 11.6 Subject to clause 11.8, the maximum aggregate liability of the Provider however arising under or in connection with this Agreement, or arising from the use of the Software, Services or any other item supplied pursuant to this Agreement, whether for breach of contract, negligence, misrepresentation (other than fraudulent misrepresentation), in tort or otherwise, other than the liability referred to in clauses 11.1 and 11.2 above, shall not in any circumstances exceed the payments made by the Customer to the Provider for the Software and Services.
- 11.7 The Customer shall indemnify and defend the Provider and its Consultants in respect of any claims by third parties which arise from the Provider following the instructions of the Customer or its employees.
- 11.8 Nothing in this Agreement will limit or exclude any liability for:
- (i) fraud or fraudulent misrepresentation
 - (ii) death or personal injury caused by a party's negligence; or
 - (iii) any other liability that may not be restricted or excluded by law.
- 11.9 This Clause 11 shall survive any termination of the Agreement.

12 CONFIDENTIALITY

- 12.1 The parties shall keep confidential each other's trade and business secrets, and all other information obtained in connection with this Agreement that is designated as confidential. The parties agree not to make such confidential information available in any form to any third party except as may be required by law or by a body of competent jurisdiction.
- 12.2 Neither party shall have such obligation with respect to information which is already in its possession, is independently developed, becomes publicly known through no wrongful act of such party, or is lawfully obtained from a third party with no restriction on disclosure.
- 12.3 The parties shall require their employees, sub-contractors and any authorised third parties having access to such confidential information to adhere to the confidentiality obligations set out herein.
- 12.4 The Provider may refer appropriately to the Customer by name or trading name in any announcement, presentation or marketing material. For external announcements to be made in the public domain the Provider will use its best endeavours to obtain the prior approval from the Customer.
- 12.5 Subject to the Customer's advance approval of the content (such approval not to be unreasonably withheld or delayed), the Provider may publicise a case study describing any Software or Services supplied under this Agreement.
- 12.6 Neither party shall engage in any practice which has an adverse effect on the reputation of the other party.
- 12.7 This clause 12 shall survive any termination of this Agreement.

13 TERMINATION

- 13.1 This Agreement shall commence on the Effective Date and shall remain in force until terminated by either party giving not less than three months' notice to the other, such notice not to expire before:
 - (i) the date on which the Provider completes delivery of the Software and Services specified in all Statements of Work; and
 - (ii) 12 months after signature of this Agreement. Subject to clauses 13.2 to 13.5 below, this Agreement cannot be terminated by either party before the later of the above dates.
- 13.2 In the event that either party is allegedly in material default under any of the terms of this Agreement, then that party shall have a reasonable time and opportunity to cure such defect or failure of performance following receipt of written notice from the other party. If such corrective action as is reasonably required has not been taken within 30 days of receiving notice, having regard to all the circumstances, the other party may terminate this Agreement with respect to the Statement(s) of Work subject to the material default, without prejudice to any other rights it may have under this Agreement. For the avoidance of doubt, in the event of such termination, this Agreement will continue to remain in force in respect of those Statement(s) of Work not

subject to the material default. Until the effective date of any such termination all outstanding fees and expenses must be paid in full or services delivered in accordance with the terms hereof.

- 13.3 The Provider shall not be in breach of this Agreement by reason of a defect or failure of performance caused or made serious by a change to the software or system environment implemented without the Provider's approval in writing. Where such unauthorised changes substantially impede or make more-costly the provision of Services hereunder, the parties shall in good faith re-negotiate the price for the affected Services and/or agree a new Statement of Work.
- 13.4 The Provider may terminate this Agreement in the event of the Customer attempting to assign the Agreement or transfer its obligations, rights or duties (other than to a Group Company) without the prior written consent of the Provider.
- 13.5 This Agreement may be terminated upon service of written notice by either party where the other
- (i) passes a resolution or an order is made for its winding up, other than for the purpose of a solvent amalgamation or reconstruction; or
 - (ii) becomes subject to an administration order; or
 - (iii) has a receiver or administrative receiver appointed over any of its assets or undertakings.
- Under such circumstances the party serving notice may also (without prejudice to any of its other rights) suspend deliveries of Software and Services.
- 13.6 In the event of termination of this Agreement for any reason, all property in the possession of either party belonging to the other shall forthwith be returned and all monies due and owing to the Provider shall be paid by the Customer.
- 13.7 Termination of this Agreement howsoever arising shall not discharge either party from any existing obligation accrued prior to the date of termination or affect the continuing application of clauses which are intended either expressly or by implication to survive such termination.

14 ASSIGNMENT

- 14.1 Subject to clause 14.2, neither party may assign or transfer this Agreement or any of the rights arising under it without the prior written consent of the other party which shall not be unreasonably withheld.
- 14.2 The Provider may assign any amount due from the Customer under this Agreement for the purpose of confidential invoice discounting with its bankers.

15 FORCE MAJEURE

Neither party shall be responsible or liable for any failure or delay in the performance of any of its obligations under this Agreement (other than payment or refund of money) for the duration of, and to the extent that this results from any cause beyond its reasonable control or responsibility.

16 AGENCY

This Agreement does not constitute an agency agreement or partnership between the parties.

17 THIRD PARTY RIGHTS

Other than the Customer and the Provider, no person shall be deemed to be a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999 and no such person shall have any right thereunder to enforce any of the terms of this Agreement.

18 NOTICE

All notices required to be given under this Agreement shall be in writing and may be sent by email or by conventional mail. Notice sent by conventional mail shall be deemed to have been given 48 hours after posting to the address set out on the front page of this Agreement, or to such other address as either party may have formally notified. Notice sent by email shall be deemed served when the sending party receives an electronic acknowledgement of delivery.

19 SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

20 WAIVER

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.

21 DISPUTES

The parties will attempt in good faith to resolve any disputes or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have authority to settle the dispute. If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute through an Alternative Dispute Resolution ("ADR") procedure.

22 PURCHASE ORDERS

22.1 Where it is the Customer's normal business practice so to do, the Customer shall provide the Provider with a purchase order for the Services and the Provider shall have the right to suspend provision of the Services where no valid purchase order is in effect.

22.2 It is expressly agreed that any terms and conditions of the Customer's purchase order shall be superseded by the terms and conditions of this Agreement.

23 ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties in relation to its subject matter, and supersede all prior communications, oral or written. Any terms, conditions, warranties, representations or guarantees contained or referred to in any other documentation are disclaimed and excluded and the Customer warrants that it has not relied on the same in entering into this Agreement. No deviation from this Agreement shall be binding unless mutually agreed in writing by the authorised representatives of both parties.

24 MISCELLANEOUS

This Agreement shall be governed in all respects by the laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts.

[END OF MASTER SERVICES AGREEMENT]

SIGNATURE PAGE

The Parties agree to the above terms and have executed this Master Software and Services Agreement as of the date(s) set forth below:

CUSTOMER:

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

i15 Limited

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

TO BE COMPLETED BY THE CUSTOMER

ADDRESS & CONTACT INFORMATION FOR BILLING PURPOSES

Name (Printed): _____

Title: _____

Department: _____

Email: _____

Contact Telephone: _____

Address: _____

