



Master Service Agreement

[Company Name]

[Date]

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MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") by and between Engeneum Ltd (Registered No. 10301281) whose Head Office is located at The Blade, Abbey Square, Reading, Berkshire, RG1 3BE, England and [enter customer name, registered number and address] ("Customer"). Engeneum and the Customer may collectively be referred to as "Parties" and/or individually as "Party".

By signing this Agreement, the Customer agrees that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof, and supersedes all proposals or prior or contemporaneous agreements, oral or written including but not limited to any terms contained in the Customer's purchase order.

In consideration of the promises and covenants contained herein the Parties agree to the following:

1. DEFINITIONS

"Agent" means the software that is provided to the Customer to provide the Service(s) described in the applicable Schedule(s).

"Authorised Contact(s)" means named individuals trained in the use of Services designation by Customer as having security authorization to contact Engeneum's to report problems and seek assistance in the use of the Services.

"Customer" means the legal entity specified in the header of this Agreement, which shall include any subsidiary, division and/or affiliate in which Customer has a fifty (50%) percent or greater equity interest and/or control of a majority of the voting rights.

"Documentation" means any applicable installation guides, service descriptions, technical specifications, on-line help files, and user manuals for the Services provided by Engeneum.

"Equipment" means any hardware device(s) described in this Agreement or specific Service Agreements

"Gigabyte" and/or "GB" mean one thousand and twenty four (1,024) Megabytes.

"Module(s)" means a dependant software program that works with the Agent but provides separate and optional functionality, described herein, which Engeneum may offer to the Customer for an additional charge as reflected in a specific Service Agreement.

"Personal Data" means, generally, information relating to an identified or identifiable natural person, as defined by applicable privacy or data protections laws. Examples include address, credit card number, bank statements, criminal record, etc.

"Professional Services" means installation and/or training services performed by Engeneum's personnel and/or agents for the benefit of the Customer.

"Protected Data" means the data under protection by the Service as selected by Customer at any time. Protected Data may include Personal Data.

“Protected Device(s)” means personal computer(s) (“PC”) and Apple Macintosh computer(s) (“Mac”) licensed to use the Service to store and protect data.

“Protected Server(s)” means any server designated by the Customer under this Agreement as being assigned to the Service.

“Service(s)” means collectively or individually, the applicable subscription or managed services and/or Professional Services as further described in the Service Agreements and any Updates and/or Upgrades necessary to provide Services as further described herein.

2. LICENSE GRANT & RESTRICTIONS

- 2.1 In General. The Agent, Equipment and Documentation are licensed, not sold, to the Customer by Engeneum for use only under the terms of this Agreement. Engeneum retains all right, title and interest to the Agent, Equipment and Documentation, and reserves all rights not expressly granted to the Customer. Effective upon delivery, the Customer will bear the risk of and shall be responsible for any loss, theft or destruction of or damage to the Equipment, except for normal wear and tear. The Equipment shall remain the property of Engeneum and will not become a fixture or realty and shall be returned to Engeneum within thirty (30) days following the expiration or termination of this Agreement.
- 2.2 License Grant. Engeneum hereby grants to the Customer and the Customer accepts, a nonexclusive, non-transferable license for the term of this Agreement to: (i) install the Agent in object code/executable form on the quantity and type of the Customer’s Protected Devices and/or Protected Servers equal to the number and type of Agents and/or Gigabytes, ordered by the Customer in the relevant Service Agreement(s); (ii) use said Agent(s) only for the Customer’s internal business needs; (iii) use the Documentation to support the use of the Services; and (iv) make a commercially reasonable number of copies of the Agent in object-code/executable form only, for nonproductive backup purposes; provided, however, that the Customer reproduces and includes all of Engeneum’s copyright notices and proprietary legends on each such copy. At no time shall the Customer sublicense, sell, rent, lease transfer distribute or otherwise commercially exploit or make the Agent or Services available to any third-party. The Customer and all of its users for whom licenses are purchased hereunder shall be bound by and comply with this Agreement, and the Customer is solely responsible for all activities of its users and for the accuracy, integrity, legality, reliability, and appropriateness of all Protected Data.
- 2.3 Restrictions. The Customer specifically agrees to limit its use of the Agent, Equipment, Documentation and/or Services as expressly authorised in this Agreement. Notwithstanding the foregoing, the Customer specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Agent or any portion thereof; (ii) modify, port, translate, localise or create derivative works of the Agent; (iii) use the Agent or Equipment to knowingly (a) infringe on the intellectual property rights of any third-party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) vault defamatory, trade libelous, unlawfully threatening, or unlawfully harassing data; (d) vault obscene, pornographic or indecent data in violation of applicable law; or (e) propagate any

virus, worms, Trojan horses or other programming routine intended to damage any system or data; (iv) use the Agent or Equipment in any application that may involve risks of death, personal injury, property damage or environmental damage, or in any life support applications, devices or systems; (v) use the Service in violation of any applicable laws, wherever such use occurs, and not use or require Engeneum or its service providers to use any Protected Data obtained via the Services for any unlawful purpose; (vi) use the number per type of licenses in excess of the Agents allocated to the Customer as specified in the applicable Schedule(s); (vii) gain or attempt to gain unpermitted access by any means to any Engeneum computer system, network, or database, and/or (viii) file copyright or patent applications that include the Agent or any portion thereof.

- 2.4 Password Protection. The Customer shall be responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other login information (collectively, "Passwords") provided to the Customer for the purpose of accessing and using the Service(s). In the event that the Customer makes such Passwords available to any third-party, the Customer shall be liable for all actions taken by such third-party in connection with the Services. The Customer shall not disclose or make available the Customer's Passwords other than to the Customer's authorised employees and shall use all commercially reasonable efforts to prevent unauthorised access to, or use of, the Services, and will notify Engeneum promptly of any such unauthorised use.
- 2.5 Termination of License and Suspension of Services. Engeneum may terminate and/or suspend the Customer's license and/or suspend, terminate or limit any of the Customer's use of the Service(s) without liability, with or without notice, based on Engeneum's reasonable belief that: (i) the Service(s) is being used by the Customer in violation of any applicable federal, state, or local law, ordinance or regulation; (ii) the Service(s) are being used in breach of Sections 2.3 and/or 2.4 above or otherwise in a potentially harmful or unlawful manner; (iii) the use of the Service(s) adversely affects Engeneum's equipment, security network infrastructure or its service to others; (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Engeneum from furnishing the Service(s) to the Customer; or (v) the Customer fails to pay undisputed charges for Service(s) after being given notice; provided storage Fees will continue to accrue for the Customer's Protected Data notwithstanding any suspension and the Customer will remain liable for all Fees. In the event Services are suspended, Engeneum will use commercially reasonable efforts to inform the Customer and will work with the Customer to resolve such issues and re-instate the Services.

3. MAINTENANCE & SUPPORT SERVICES

- 3.1 Error Correction. Engeneum shall use commercially reasonable efforts to correct verifiable and reproducible errors when properly reported to Engeneum. The error correction(s), when completed, may be provided in the form of a "temporary fix," which shall consist of sufficient programming and operating instructions to implement such error correction(s).
- 3.2 Customer and Technical Support. Engeneum shall maintain a customer service hotline for the Authorised Contact(s) to report problems and seek assistance in the use of the Service and/or Agent. Engeneum shall maintain an email response system that permits the Customer to report problems and seek assistance in use of the Service(s) and/or Agent via email. Unless

specifically stated in the Service Agreement support will only be available Monday to Friday, 0900-1730 GMT, excluding UK public holidays.

- 3.3 Nature of Support. Support provided by Engeneum is limited to the Service and/or Agent. Unless specifically stated in the Service Agreement it does not cover issues relating to the Customer's infrastructure and system changes, user error or other changes which lie outside or Engeneum control. Unless specifically stated in the Service Agreement Engeneum is not responsible for end user training.

4. PRICES & PAYMENT

- 4.1 Prices. Prices for Services, Equipment, and/or Professional Services shall be the prices set forth in the applicable Service Agreement(s) ("Fees"). No refunds shall be made except as provided in Section 6.1 or Section 6.2 under "Warranties". The Customer shall be liable for payment of all taxes (including but not limited to all taxes, assessments, duties, tariffs, imposts, permits sales, use, excise, import, export, value-added, or other similar tax, duty or fee) that are levied upon and related to the performance of obligations or exercise of its rights under this Agreement. Engeneum may be required to collect and remit taxes from the Customer, unless the Customer provides Engeneum with a valid tax exemption certificate. Engeneum will invoice the Customer for all such taxes based upon this Agreement or on Services and/or Equipment provided hereunder. In no event will either Party be responsible for any taxes levied against the other Party's net income.
- 4.2 Payment. All invoices shall be due and payable in Pounds Sterling within thirty (30) calendar days after invoice date. Invoicing shall occur via email. Engeneum may impose late charges on overdue payments at a rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate permitted by law, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable legal fees. Engeneum may decline to make any shipments or provide Services if, in Engeneum's reasonable opinion, circumstances exist which raise doubt as to the Customer's ability or willingness to pay as provided herein. Upon default by the Customer, Engeneum shall have all other rights and remedies as may be provided by law.

5. INTELLECTUAL PROPERTY & PROTECTIONS

- 5.1 Intellectual Property & Protections. Engeneum or its suppliers or licensors are the sole and exclusive owner(s) of all right, title, and interest in and to the Agent, Equipment, Services, Documentation and all copies thereof including all derivations, modifications and enhancements thereto (including but not limited to ownership of all intellectual property rights). Engeneum and/or its licensors and suppliers shall have a perpetual, royalty-free, irrevocable, world-wide license to use and incorporate into the Agent, Equipment, Services, and/or Documentation any suggestions, ideas, modification requests, feedback or other recommendations related to the Agent, Equipment, Services, and/or Documentation, and shall own all right title and interest in and to the embodiments of same in the Agent, Equipment, Services, and/or Documentation. This Agreement does not provide the Customer with title to or any ownership rights or interest in the Agent, Equipment, Services or Documentation, but only a right of limited use as expressly set forth in this Agreement. The Customer agrees to inform Engeneum immediately of any infringement or other improper

action with respect to Engeneum's intellectual property as stated herein, or the intellectual property rights therein of Engeneum's suppliers that comes to the Customer's attention.

6. WARRANTIES

- 6.1 Agent Warranty. Engeneum warrants to the Customer that the Agent will substantially conform to the Documentation for ninety (90) calendar days from its initial date of shipment ("Agent Warranty"). Engeneum does not warrant that the Software will be error-free in all circumstances. The Customer will provide prompt written notice of any non-conformity. Customer's exclusive remedy and Engeneum's exclusive obligation with respect to a material breach of this Agent Warranty will be for Engeneum to use commercially reasonable efforts to repair or replace such Agent so as to make such Agent substantially conforming to the applicable Documentation. If Engeneum cannot repair or replace the nonconforming Agent under this Agent Warranty in a commercially feasible way and the non-conformance has been reported in writing during the applicable warranty period, Engeneum will refund or credit, at Engeneum's option, the portion of previously paid Fees allocable to the remaining term for such non-conforming Agent upon return of same to Engeneum. Engeneum will have no obligation with respect to any failure of the Agent to perform as warranted under this section if such failure results from: (a) improper use, (b) unauthorized changes, repairs, or modifications to the Agent, or (c) force majeure events set forth in Section 12.3.
- 6.2 Professional Services Warranty. Engeneum warrants that all Professional Services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Professional Services Warranty"). The Customer's sole remedy for a breach of the Professional Services Warranty shall be, at Engeneum's option, either to (i) re-perform such professional services and/or training, or (ii) provide Customer a refund for the allegedly defective Professional Services. Such remedy shall only be available if the Customer notifies Engeneum in writing within thirty (30) calendar days of the completion of such Professional Services.
- 6.3 Warranty Exclusions & Exclusive Remedy. Except for the warranties set forth in this Section 6, Engeneum makes no other warranties, express or implied. Engeneum disclaims any and all warranties of merchantability and fitness for a particular purpose. The provisions set forth in Section 6 state Engeneum's entire responsibility and the Customer's exclusive remedy with respect to any and all breach of warranty.
- 6.4 Ownership Warranty.
- 6.4.1 The Customer warrants that it (i) shall conform with the privacy statement set forth in Section 12.7, "Data Protection"; and (ii) is the owner or legal custodian of the Protected Data transmitted to Engeneum pursuant to the terms of this Agreement and that it has full authority to vault and transmit said Protected Data, and direct its disposition according to the terms of this Agreement. The Customer shall reimburse Engeneum for any expenses reasonably incurred by Engeneum (including reasonable legal fees) by reason of Engeneum's complying with the instructions of the Customer in the event of a dispute concerning the ownership, custody or disposition of the Protected Data stored by the Customer with Engeneum. The Customer hereby authorises Engeneum to use Protected Data to perform the Services pursuant to this Agreement.

- 6.4.2 In the event that Engeneum needs to access the Protected Data to respond to any technical problems, queries, or requests from the Customer, the Customer shall ensure that both the Customer and Engeneum are permitted to do so. In such events all such access will be logged by Engeneum.

7. LIMITATION OF LIABILITY

- 7.1 Limitation of Liability. The following provisions set out Engeneum's entire liability (including any liability for the acts and omissions of its employees, agents and sub contractors) to the Customer in respect of: any breach of its contractual obligations arising under these terms and conditions; and any representation statement or tortious act or omission including negligence arising under or in connection with these terms and conditions. Any act or omission on the part of Engeneum or its employees, agents or affiliates falling within section 7 shall be known as an 'Event of Default'. Nothing in this section shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.
- 7.2 Negligence. Engeneum's liability to the Customer for death or injury resulting from its own or that of its employees' agents' or subcontractors' negligence and all damage suffered by the Customer as a result of the implied statutory undertakings as to title, quiet possession and freedom from encumbrances shall not be limited. Engeneum shall accept liability to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of Engeneum or its employees, agents and affiliates.
- 7.3 Scope of liability. Engeneum's entire liability in respect of any act or omission shall be limited to damages of an amount equal to: £50,000.00 in the case of an Event of Default falling within this clause 7.1; and the total amount of all fees paid to Engeneum for the service within the prior twelve (12) months in the case of any other Event of Default. Engeneum shall not be liable to the Customer in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Engeneum had been advised of the possibility of the Customer incurring the same. If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these terms and conditions.
- 7.4 Notification. Engeneum shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon Engeneum within 2 years of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware. The Customer hereby agrees to afford Engeneum not less than 30 days in which to remedy any Event of Default.
- 7.5 Loss of Data. Engeneum (including anyone for whom Engeneum is legally liable) shall not be liable for any loss or damage that the Customer suffers or claims to have suffered (including without limitation any loss or damage to the protected data) unless such loss or damage is caused by Engeneum's negligence. The parties agree that Engeneum assumes no liability whatsoever for Protected Data that is modified or deleted by the Customer (where the Services described in the applicable Service Agreement(s) allows for such functionality.)
- 7.6 Customer Environment. Engeneum shall bear no liability to the Customer or any third-party resulting from the Customer's decision not to implement any reasonable change to the Customer's technical environment that supports the Agent, Equipment and/or Service that

may be advised by Engeneum in writing; and the Customer shall hold Engeneum harmless from and against any suit or proceeding (including reasonable legal fees) brought against Engeneum arising directly from such a failure to provide the necessary access and/or support for Engeneum to implement any such change. Further, Customer agrees to inform Engeneum of any Customer system change that may reasonably be expected to affect Engeneum's ability to provide the Service. Where notification is not provided any resultant support requests will be chargeable.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

- 8.1 Engeneum will indemnify and hold harmless the Customer against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation possession or use of the Services, Equipment or Software by the Customer infringes the patent copyright registered design or trade mark rights of the said third party (an 'Intellectual Property Infringement') provided that the Customer: gives notice to Engeneum of any Intellectual Property Infringement forthwith upon becoming aware of the same; gives Engeneum the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of Engeneum; and acts in accordance with the reasonable instructions of Engeneum and gives to Engeneum such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents. Engeneum shall have no liability to indemnify the Customer in respect of an Intellectual Property Infringement if the same results from: any unauthorised alteration modification or adjustment to the Services, Equipment or Software without the prior consent of Engeneum; or the combination connection operation or use of the Services, Equipment or Software or (as appropriate) the Documentation with any other Services, Equipment or Software not supplied by Engeneum. The provisions of clause 7.1 (Limitation of Liability) above shall not apply to this clause 8.
- 8.2 Engeneum shall reimburse the Customer its reasonable costs incurred in complying with the provisions of clause 8.1 above. In the event of an Intellectual Property Infringement Engeneum shall be entitled at its own expense and option either to: procure the right for the Customer to continue using the Services, Equipment or Software; or make such alterations modifications or adjustments to the Services, Equipment or Software that they become non infringing without incurring a material diminution in performance or function; or replace the Services, Equipment or Software with non infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.
- 8.3 If Engeneum in its reasonable judgment is not able to exercise any of the options set out at clauses 8.1, 8.2 and 8.3 above within 60 days of the date it received notice of the Intellectual Property Infringement then it shall at its own expense retake possession of the Services, Equipment or Software upon payment to the Customer of: the Purchase Price less such reasonable amount as Engeneum shall agree with the Customer in respect of depreciation; the direct costs of the Customer necessarily incurred in the preparation of the Place of Use to the extent that the Customer no longer intends to use the same as an installation or its

preparation is not suitable for alternative equipment; and all other damages that the Customer has suffered as a result of the said Intellectual Property Infringement.

- 8.4 The Customer will defend and indemnify Engeneum against all damages and losses (including reasonable legal fees) arising from a third-party claim alleging that the Customer's (including any user using the Services through the Customer's account) use of the Services (as opposed to the Service itself) is used to download or share electronic media in violation of such third-party's intellectual property rights in such electronic media or has otherwise harmed the third-party. Engeneum shall provide the Customer prompt notice in writing of any such claim or action. The Customer shall have sole control of the defense and all related settlement negotiations and Engeneum shall provide the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by Engeneum in providing such assistance will be reimbursed by the Customer. Engeneum shall be entitled to participate in the defense with its own counsel at its own expense.

9. TERM AND TERMINATION

- 9.1 Term. This Agreement shall be in effect as of the date of the Customer's signature, and shall remain in effect for a period of five (5) years or for so long as any Service Agreement is in effect. The Initial Term and subsequent renewal period(s) of each Service Agreement will constitute the "Term".
- 9.2 Termination for Non Payment. This Agreement and/or its related Service Agreements may be terminated by Engeneum if the Customer fails to pay any sum due hereunder within thirty (30) calendar days.
- 9.3 Termination for Material Breach. This Agreement and/or its related Service Agreements may be terminated by either Party upon sixty (60) calendar days written notice for a material breach by the other Party, unless such other Party cures the breach within the sixty (60) day notification period. The Customer agrees upon any termination to promptly return any Equipment and to destroy the Agent, together with all copies in any form. Termination of this Agreement or any Schedules does not relieve the Customer of any outstanding payments due or any liability arising prior to termination.
- 9.4 Termination for Convenience. The Customer may terminate any applicable Service Agreement(s) for convenience after the Initial Term by providing not less than ninety (90) calendar days advance written notice to Engeneum per Section 12.2, "Notices" unless a different term is stated in the relevant Service Agreement. If any Schedule is so terminated, The Customer shall be responsible for all Fees incurred during the Initial Term and any subsequent Term(s) up and until the date of termination. Customer acknowledges and agrees that all prepaid Fees are non-refundable, regardless of a termination that occurs according to this Section.
- 9.5 Termination for Changes to Applicable Law. This Agreement and/or any Service Agreements may be terminated by either Party if the continued relationship, the provision of the services, and/or the transactions hereunder would violate any applicable law (whether such law is existing at the time of this Agreement or thereafter modified or enacted) or result in material costs or liabilities to the terminating Party that were not anticipated as part of the Agreement.
- 9.6 Effect of Termination. Upon termination of any Service hereunder, the Customer shall return or destroy the applicable Agent, and any other software or materials licensed to the Customer

for such Service hereunder. Any data held by Engeneum at termination shall be made available for the Customer for a period of twelve (12) months. Engeneum agrees that it shall reasonably assist the Customer, at the Customer's expense, in the transfer of that data. The Customer hereby certifies that all data requiring retention due to Data Protection or other legislation shall be transferred before the end of this twelve (12) month period.

- 9.7 Any termination pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10. CONFIDENTIALITY

- 10.1 "Confidential Information" means any proprietary, confidential and/or trade secret information of the Party disclosing such information relating to, among other things, the Agent, Equipment, technology, specifications, manufacturing methods, know-how, business or marketing plans, business relationships, and the terms of this Agreement and/or Schedule(s). Confidential Information shall not include information that: (i) was in the public domain when disclosed; (ii) becomes public domain after disclosure, other than as a result of the violation of this Agreement; (iii) was in the receiving Party's possession when disclosed and was not acquired directly or indirectly from the disclosing Party; (iv) is shown by written evidence to have been developed by the receiving Party independently after disclosure without benefit of the Confidential Information; or (v) was received after disclosure from a third-party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the disclosing Party. Confidential Information shall be used only in the manner contemplated by this Agreement and/or Schedule(s) and shall not be intentionally disclosed to third-parties without the disclosing Party's written consent. The receiving Party will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, but in no event less than reasonable care under the circumstances.

11. SUBPOENA

- 11.1 Engeneum is authorized to comply with any subpoena or similar order related to the data in its possession, provided that Engeneum notifies the Customer promptly upon receipt thereof, unless such notice is prohibited by law. The Customer shall pay Engeneum's applicable charges as set forth in a Service Agreement such compliance, which may include copying data onto CD, DVD or other media. Engeneum will cooperate with the Customer's efforts to quash or limit any subpoena, at the Customer's expense.

12. GENERAL PROVISIONS

- 12.1 Entire Agreement. This Agreement and all Service Agreements(s) and Exhibits hereto represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. No modification of this Agreement shall be effective unless in writing

and signed by both Parties. All additional or conflicting terms and conditions presented with or in any communication, including but not limited to the Customer's purchase order ("P.O."), except with respect to price, quantity and location specified in a P.O., are hereby rejected and shall be deemed null and void. All headings used herein are for convenience of reference only and shall not in any way affect the interpretation thereof.

- 12.2 Notices. All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand, (ii) postage prepaid certified or registered first-class mail with return receipt requested, (iii) electronic transmission or (iv) facsimile. Notices shall be sent to the address of the other Party set forth on the signature page of this Agreement or to such other address as either Party may specify in accordance with this Section, and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission.
- 12.3 Force Majeure. Neither party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargoes container shortages wrecks or delays in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an 'Event of Force Majeure'). Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure. If a default due to an Event of Force Majeure shall continue for more than 12 weeks then the party not in default shall be entitled to terminate these terms and conditions. Neither party shall have any liability to the other in respect of the termination of these terms and conditions as a result of an Event of Force Majeure.
- 12.4 Severability & Survival. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. The following provisions shall survive any termination of this Agreement: Sections 2, "License Grant & Restrictions"; 4, "Prices & Payment"; 5, "Intellectual Property & Protections"; 7, "Limitation of Liability; Exclusion of Consequential Damages"; 8, "Intellectual Property Indemnification"; 9.5, "Effects of Termination"; 10, "Confidentiality"; and 12, "General Provisions"
- 12.5 Relationship with Third Parties. No Customer, end user or other person or entity not a Party to this Agreement shall be considered a third-party beneficiary of this Agreement.
- 12.6 Assignment. This Agreement may not be assigned by either Party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, The Customer may not assign this Agreement to a direct competitor of Engeneum. This Agreement binds the Parties, their respective participating subsidiaries, affiliates, successors and permitted assigns. Certain lines of service may be performed by an affiliate of Engeneum. In such event, such affiliate will perform such service as a subcontractor to Engeneum. The subcontracting entity may invoice the Customer directly, but Engeneum will remain liable for all services performed for the Customer.
- 12.7 Data Protection. The Parties acknowledge that Agent, Equipment or Services may be used to process information regulated by privacy or data protection laws. The Customer expressly agrees that Engeneum does not create, operate, control, own or endorse any data, information, or third-party product processed by or used in conjunction with the agent,

equipment, or services provided hereunder. Engeneum shall act only on the instructions of the Customer in processing any Personal Data. The Customer hereby instructs Engeneum to take such steps in the processing of Personal Data as are reasonably necessary to the performance of Engeneum's obligations under this Agreement, and agrees that such instructions constitute its full and complete instructions as to the means by which Personal Data shall be processed by Engeneum. To the extent that any privacy or data protection laws impose an obligation upon Engeneum to comply with an individual's request for access to or correction of their Personal Data, the Customer agrees that it shall satisfy such obligations. Engeneum agrees that it shall forward any such individual requests that it receives to the Customer and reasonably assist the Customer, at the Customer's expense, in their satisfaction. Engeneum agrees that it shall: a) not use Personal Data save for the purposes of delivering the Agent, Equipment or Services as instructed by this Agreement; b) upon termination of this Agreement, return Personal Data to the Customer or destroy such Personal Data in accordance with the Customer's written instructions; c) implement security measures reasonably designed to safeguard Personal Data against unauthorized access, loss, destruction, damage or disclosure; and d) provide reasonable support to Customer in complying with any legally mandated request or demand made by any court or governmental authority responsible for enforcing privacy or data protection laws.

12.8 Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

12.9 Applicable Law. This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

13. SCHEDULES

The following schedules to this agreement shall apply hereunder;

- Schedule 1 — Service Agreement
- Schedule 2 — [Service Agreement 2] (if required)
- Schedule 3 — [SLA]
- Schedule 4 — [Contract Change Control sheet]
- Schedule 5 — [Requirements Specification]
- Schedule 6 — [As required]

This agreement has been entered into as stated.

SIGNATURES

Engeneum Limited

Customer

Date

Date

DRAFT

Service Agreement [Digital Asset Management & Workflow Services]

This Service Agreement forms part of the Agreement by and between Engeneum Ltd (Registered No. 10301281) whose Head Office is located at The Blade, Reading, Berkshire, RG13BE, England and [enter customer name, registered number and address] ("Customer") dated [insert Agreement date].

[Service outline].

14. SERVICES

- 14.1 Services Provided: [Engeneum License to include: a, b, c]
- 14.2 Maintained Items: [Insert Details.]
- 14.3 Location: [Insert Details.]
- 14.4 Term: [The Initial Term will be from the dated on this was document until 3 years subsequent. The Customer will have the option to renew on an annual basis.]

15. LIMITATIONS

- 15.1 Users: [No more than 20 standard users and 2 admin users]
- 15.2 Usage: [No more than 5000 documents per month, no more than 2000 business process instances per month]

16. CUSTOMER OBLIGATIONS

- 16.1 Price: [Insert Details]
- 16.2 Formats & Provision of data: [Insert Details]
- 16.3 Changes: [Insert Details of change process or reference change control schedule]

17. DELIVERY

- 17.1 Project: [Project plan and significant milestones]
- 17.2 Testing: [User acceptance testing and other testing plans and details]
- 17.3 Sign off: [Critical success factors and / or other sign off measurements]

18. ACCOUNT MANAGEMENT

Service review regularity, supplier audits