

AXLR8 FastTrack Application Licence

This agreement is made between:

AXLR8.com Ltd registered at Walnut House, Walnut Court, Rose Street, Wokingham, Berkshire, RG40 1XU with its principal place of business at Oakdale, Lower Wokingham Road, Crowthorne, Berkshire, RG45 6BX. Company number: 02828911 VAT number: 641 4450 61("AXLR8" which expression shall include its subsidiaries, agents and assigns),
and "Client": <<OrganisationName>> Company number <<CompanyRegistration>>
of: <<ContactAddressOneLine>>.
telephone number: <<ContactSiteTelephone>>
Commercial contact <<ContactFullName>>:
Email: <<ContactEmailAddress>>
Suggested URL link from website: XXXXXXXX (pending registration)
Commencement Date of agreement: <<sc_startdate>>

The "Set up/capital cost" is payable 30 days after the date of commencement of the agreement and a maintenance agreement which covers rights to use, support and upgrades for which payment is required in advance of the period for which it applies. The Period of the maintenance agreement is three (3) years from Commencement Date – renewable annually in advance - payable on the Commencement date and before the following 2 anniversaries of the commencement of this Agreement if the annual option is chosen or before the first day of each month if the monthly Standing Order option is chosen. Termination date is defined as the day before the third anniversary or as defined in section 5.3 of this agreement. Thereafter, - i.e. year four (4) and onwards - the agreement may be renewed at a maintenance cost to be agreed. During the agreement, prices may be increased at annual reviews in line with inflation in our costs for platform and industry wage inflation and in the event of new module purchases and "Significant Usage Changes" defined in 1.2.

Pricing agreed (excluding VAT)

Description	Price
Set up/Capital cost payable 50% in advance 50% 7 days after client sign off: Licence £500 Training £1000 Implementation services £1500	£3000
Maintenance: £ yyyyy payable in advance on the following 4 anniversaries of the commencement of this Agreement or £ xxx per month by direct debit payable in advance before the end of the month preceding the period for which the payment applies	£450

Signatures

Signed on behalf of AXLR8	Signed on behalf of Client
Name	Name
Signature	Signature
Director	Position
Date	Date
Licence ref: SC<<scId>><<org_alpha>><<org_key>>	Purchase order reference

Notes: two hardcopies to be signed by Client and returned to AXLR8 for countersignature. One retained by AXLR8, the other returned to Client.

1 Licence to use

Subject to prompt payment (late payments to be charged at an interest rate of 8% above base), Client is licensed to use the AXLR8 FastTrack service including software hosted as described below.

Client may not resell the service. Client may not copy, re-engineer or redevelop the programme in part or in whole. The programme cannot be resold or given away to any other party without AXLR8's specific agreement. Trademarks and copyright notices must never be removed from the code in order always to show that it is an AXLR8 product. Client may not access the source code without written agreement from AXLR8. The source code should never be downloaded from the hosting site to the client or any other machine under any circumstances without written authority of AXLR8 which must always be in hardcopy signed by a director.

Hosting locally is only allowed for "Enterprise" customers who enter into a different agreement. AXLR8 logos, name references and marks may not be removed.

Client may make as many copies of the documentation that comes with the software (and is available in updated form from time to time) and circulate it to staff who are employed by Client in various departments to maintain information.

AXLR8 makes no warranty as to the fitness for any specific purpose of the software and accepts no liability for direct or consequential damages other than personal injury.

AXLR8 agrees to hold the customer indemnified if another party claims of infringements of patent or breach of copyright on any of the technology or services used so long as AXLR8 is informed by the Client promptly and fully of the claim and so long as AXLR8 then deals directly with the party making the claim.

1.1 *Subcontractors acting as agents for the client, resellers and clients*

Client may offer free use of the software to other organisations so that they have access to their service such as:

- **Contractors and 3rd Parties Portal:** Operators and agents who are self-employed individuals and who are paid a sales commission by the Client or a rate for carrying out work such as repairs on behalf of the Client
- Some small **Franchise groups** selling or delivering the Client's services
- **Customers** of the Client who are logging in to see their accounts, information about services supplied by the client, attached documents
- **Introducers** of business to the client who wish to see progress of sales leads.

There is no charge from AXLR8 as long as they are using the Client's main database on the site and no extra database imports, training courses, etc. need to be provided by AXLR8 and so long as Client provides support to the sub-organisation. If Client would like AXLR8 to provide these services, then there may be a reasonable extra charge. AXLR8 will also provide customised portals (at a cost to be agreed from time to time) for these groups and individuals.

The only other condition is that there will be pricing to reflect the Client's use of host server resources. These will be based upon storage capacity and associated back up time required, memory and CPU power, and concurrent usage and bandwidth used.

1.2 *Significant Usage Changes*

By mutual agreement the client and AXLR8 will negotiate changes in maintenance fees to cover "Significant Usage Changes". These will occur when the client and AXLR8 recognise that there has been a very large increase in users, storage, transactions and other growth in the business – for example through acquisition of or by another business.

2 Implementation Services

2.1 *Training*

Included in the price are two training places on scheduled courses for administrators, details of which are available from AXLR8.

There may be a small extra charge for on-site courses. There may be extra training charges if staff turnover at the client necessitates repeat training courses.

2.2 Import of data for names, addresses, profiling and other information.

Data contained in spreadsheet, .CSV (comma separated variable) file or database, or similar tabulated electronic format with the column headings laid out in **Schedule 1** to this agreement, can be imported by AXLR8 as part of the implementation, subject to inspection (quality and quantity of data to be imported). The exact nature of the data for preparation will determine the price, if any, for importing it.

The implementation includes setting up a website and provision of a URL as suggested on the front page for the Client to link to. This URL, or similar URL, when agreed, is registered to the Client and administered by AXLR8. If the client wishes to pay to have a specialist domain name (e.g. .tv, .gov.uk), it will be at Client's expense.

Other services listed in our sales literature as options (management consulting, collecting data and document audit, writing customised reports, integration with document and content management systems) will need to be quoted for separately.

3 Support

3.1 Help desk

Help desk support is provided by AXLR8 to two agreed, named trained contacts employed by Client, between 9 am and 5 pm from Monday to Friday and at other times by appointment or by upgrading Client's support contract terms and conditions. Weekends and bank holidays are considered "out of hours".

3.2 Customisations

Other work will be under the terms of AXLR8's current time and materials consulting contract.

3.3 Flexible working hours

In an emergency or by prior arrangement, Client may occasionally call a senior technical person or manager at home for assistance during the out of hours period. So long as this is not abused, there is no charge. Client agrees that the use of a 24/7 ("out of hours") telephone contact number more than one time in any one year after an initial one month commissioning and settling in period, may be chargeable – at AXLR8's sole discretion, at £50 for the first quarter hour and £100 per hour, thereafter.

3.4 Support Logging Reports

Problems and enhancement requests will be logged promptly and a response and escalation procedure is available on demand. No warranty can be provided that any reported problems will ever be fixed, or if they are fixed, the time when the repair is completed. No warranty is made of the period between repair and delivery of a new version of the software containing that repair.

4 Hosting

AXLR8 provides Internet web page hosting. AXLR8 reserves the right to suspend or cancel a Client's access to any or all services provided by AXLR8 when AXLR8 decides that the account has been inappropriately used or otherwise.

4.1 Unlimited Use Policy

AXLR8 offers an unlimited use policy by bulk buying from ISPs who maintain very large ratios of bandwidth per customer. In rare cases, AXLR8 may find a Client to be using server resources to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, AXLR8 reserves the right to impose the High Resource User Policy for the consideration of all customers. Disk capacity up to several thousand documents per Client is unlikely to be exceeded in aggregate by AXLR8 Clients. In the unlikely event that a capacity limit is reached, AXLR8 reserve the right to ask any Client to either buy or provide extra space or perform some housekeeping within 30 days.

4.2 High Resource Use Policy

Resources are defined as bandwidth and/or processor utilisation. AXLR8 may implement the following policy at its sole discretion: When a web site is found to be monopolising the resources available AXLR8 reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of servers. Customers may be offered an option whereby AXLR8 continues hosting the website for an additional fee.

4.3 Hosting use and sharing with associated organisations

FastTrack hosting and especially FTP space accounts are to be used by the primary Client only using the FastTrack system. Clients are not permitted to resell, store or give away web hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the Client's web site. Exceptions to this include sub-organisations using the same website and database as the Client, as defined in a previous section.

4.4 Content Restrictions

AXLR8 do not allow any of the following content to be stored on its servers: Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any current regulation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of AXLR8.

WareZ - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. This also includes any sites which provide "links to" or "how to" information about such material.

AXLR8 reserves the right to refuse service and/or access to its servers to anyone.

4.5 Client's Data

Client may retrieve Client's data for back up, reporting and analysis purposes, at any point at the press of a button on the site in a password protected mode. An FTP username and password will be provided for those clients wishing to use the website for document storage through the FastTrack system.

The only exception to the instant access to data is the occasional downtime which the client understands is inevitable due to unforeseen circumstances or maintenance.

4.6 Other options

4.6.1 Back up service

In addition to your access to the data, AXLR8 will undertake to back up your database each night for £10 per month if you choose this optional extra

AXLR8 will undertake to back up other areas of your system such as documents, drawings, pictures and other attached files for £20 per month per GigaByte.

4.6.2 Mail attachment

Subject to purchase of this service, AXLR8 will arrange for an email server to hold copies of all emails from your server and provide a way to attach them to contact records.

4.6.3 Handheld browser access and the AXLR8 Staff App

This is provided via a separate process and allows remote access to searches from a browser on a handheld computer such as an iPhone or Android Mobile browser. If using the AXLR8 Staff App for workers, the launch and customisations will be agreed and provided as agreed in the implementation project plan.

5 General provisions

5.1 Confidential Information

- (a) All information, data, drawings, specifications, documentation, software listings, source or object code which AXLR8 may have imparted and may from time to time impart to the Client relating to the Software, Support Software (other than the ideas and principles underlying the same) or support documentation or procedures is proprietary and confidential. The Client hereby agrees that it shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement (in whole or with respect to support only), disclose the same, whether directly or indirectly to any third party without AXLR8 's prior written consent.
- (b) The Client further agrees that it shall not itself, or through any subsidiary, agent or third party, modify, vary, enhance, copy, sell, lease, license, sub-license or otherwise deal with the Software or any part or parts or variations, modifications, copies, releases, versions or enhancements thereof or any supporting software or have any software or other program written or developed for it based on any confidential information supplied to it by AXLR8.
- (c) The foregoing provisions shall not prevent the disclosure or use by the Client of any information which is or hereafter, through no fault of the Client, becomes public knowledge or to the extent permitted by law.
- (d) The Client agrees to allow AXLR8 to publish case studies on the application by the Client of the software and to announce the sale for promotional purposes or enter the application into technology competitions. Any such documents will be presented to an

officer of the Client for approval which shall not be unreasonably withheld or delayed beyond seven (7) working days.

5.2 Force Majeure

AXLR8 shall be under no liability to the Client in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of *force majeure*, namely, circumstances beyond the control of AXLR8 which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Software, Support Software, materials or support; the breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

5.3 Termination

(a) Client may terminate by giving six (6) month's Notice no earlier than six (6) months before the third anniversary of the Commencement of this agreement. Termination date will then be defined as midnight on the last day of the sixth (6th) full calendar month following that date in the case of monthly charges or the end of the contractual year in which the six months ends in the case of annual payments.

(b) In addition to provisions for termination as herein provided, AXLR8 may, by Notice in writing to the Client terminate this Agreement, in whole or at AXLR8 's sole option with respect only to the support, if any of the following events shall occur, *viz.*:

- (i) if the Client is in breach of any term, condition or provision of this Agreement or required by applicable law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from AXLR8;
- (ii) if the Client, being a body corporate shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation) shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts.

(b) Upon termination, the Client shall pay to AXLR8 all costs and expenses, including legal and other fees incurred and all arrears of fees, charges or other payments arising in respect of the Software, Support Software, or support generally, this Agreement or otherwise.

(c) Termination, howsoever or whenever occasioned shall be subject to any rights and remedies AXLR8 may have under this Agreement or in Law.

5.4 Assignment

The Client shall not assign or otherwise transfer all or part of the Software or this Agreement without the prior written consent of the AXLR8. For the avoidance of doubt, this condition applies to holding company, other divisions within the same group, outsourced IT organisations or affiliates, distributors or acquired companies.

5.5 Waiver

Failure or neglect by AXLR8 to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of AXLR8 's rights hereunder, nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice the AXLR8 's rights to take subsequent action.

5.6 Headings

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of these terms and conditions of this Agreement.

5.7 Severability

In the event that any of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

5.8 Notices

Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing, and if so sent shall be deemed to be served two working days following the date of posting.

5.9 Law

The parties hereby agree that the Agreement concluded between them and constituted on these terms and conditions shall be construed in accordance with the Laws of England.

6 Schedule 1: Data Import

All data imports are subject to a preliminary investigation before undertaking the work and assume the relevant options have been purchased. To clarify with an example: job tracking data would not be imported if the client has not purchased the Job Tracking module.

6.1.1 Contacts

For data input to the AXLR8 system we would expect (*at least) the following in an electronic format. Preferably it should be in columns in a .CSV format file or a spreadsheet with the following, or similar, column headings

<https://www.axlr8.com/Files/AXLR8ClientMarketingImportTemplate.xlsx>

Contact: *Salutation (Dr, Miss, etc)
 Contact: *First name(s)
 Contact: *Last Name
 Contact: title
 Contact: *department/post location
 Contact: *email
 Contact: *direct telephone
 Contact: cellphone
 Contact: any alternative home address and telephone/ email, etc.
 Organisation: Name)
 Organisation: type (supplier, manufacturer, client, broadcaster, consultant, etc.)
 Organisation: Any other profile information
 Organisation: website if any
 Organisation: how you came by them (lead source)
 Address: *building1
 Address: building2
 Address: *street1
 Address: street 2
 Address: *town
 Address: county
 Address: country
 Address: *Postcode
 Address: switchboard telephone
 Address: central facsimile

With Staff, there will be more fields for staff such as rights to work and qualifications, headshot, CV, etc. If those are to be imported, they must be linked by a unique staff identifier and the work of preparation and clean up will have to be at extra cost if the data is not correctly structured for import. The alternative is to ask Staff to enter it themselves via an application process or the staff app. Then the documents may be checked through the AXLR8 BS7858 vetting system if required

6.1.2 Notes and Documents

Notes and documents may be attached to any entity in the system (parts, jobs, people, deals, etc) Entity to which document/file/notes are to be attached.
 Category.
 Sub Category.
 Class.
 Class Description.
 Document name.
 Author name, site and department.
 Media available (e.g. .pdf, web page, MSWord, Braille, etc as shown on the available options on the demonstration admin site)
 Key words.
 Many other fields may be imported including expiry dates and others.

6.1.3 Other entities to import

At extra expense on a time and materials basis, other entities (together with associated attributes and documents) include:

- Projects,
- Support items, jobs, cases, tickets
- Campaigns, activations
- Shifts, Rotas and time and attendance information
- Events, attendees and locations and resources
- Questionnaires
- Products for sale (catalogues)
- Serial numbered equipment in various track-able locations,
- Other