

MASTER SERVICES AGREEMENT

This Agreement is made by and between SynApps Solutions Limited of Titan Court, 3 Bishop Square, Hatfield Business Park, Hatfield, AL10 9NA ("SynApps") and;

X ("Client")
Of
X

This Agreement is hereby executed on behalf of the parties on the date last below written

Signed _____

Signed _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____

For and on behalf of **Client**

For and on behalf of **SynApps**

1. Professional Services

SynApps shall provide the professional services (the 'Consulting Services') set out in an applicable statement of work signed by representatives of both parties which refer to this Agreement (Statement of Work) and subject to the terms and conditions set out in this Agreement. Changes to the scope of work set out in a Statement of Work will be effective only if agreed to by SynApps and Client in a written document setting forth the modification and, as applicable, any resultant changes to the delivery timetable, fees and payment terms.

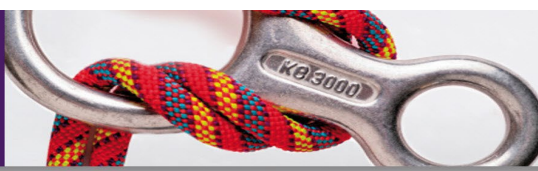
The Client shall co-operate with SynApps to such extent as is reasonable in its performance of its obligations under this Agreement including; (a) allowing SynApps and its employees and/or authorised sub-contractors reasonable access to the Client's premises during usual business hours; (b) providing to SynApps any further information which SynApps may reasonably require; (c) making available such reasonable facilities and personnel as may be requested from time to time by SynApps for the execution of the professional services hereunder and for the storage and safekeeping of equipment and (d) any other requirements set forth in a Statement of Work.

2. Fees

Payment of the relevant Fees as detailed in the Statement of Work on a per diem rate is due in respect of all days worked (or scheduled to work, but deferred or cancelled by Client giving less than ten working days written notice). A part day shall constitute a day, and travelling time in excess of two hours per day will be charged for on an hourly basis. SynApps Staff will work to the Client's hours when at the Client's premises and to SynApps' hours when there. The Fees are based on a thirty seven and a half hour working week. Any agreed overtime will be charged pro rata at the Fees listed in the Statement of Work for additional hours worked Monday-Friday. Hours worked on Saturdays shall be charged at 150% of Fees listed. Hours worked on Sundays and public holidays shall be charged at 200% of Rates listed. The cost of delays attributable to the Client including, but without limitation, or failing to carry out agreed actions or not providing necessary information or services, or failing to give proper notice to terminate or cancel as detailed herein will be charged at SynApps' standard fee rates applicable at the time.

3. Invoices

The Client shall pay to SynApps the fees for the services as set out in the SOW. The fees shall become due when invoiced and shall be payable within thirty (30) days of the date of the invoice. Client reserves the right to reasonably dispute an invoice and Client shall endeavor to resolve any such disputed invoice within 10 working days of receipt of invoice. SynApps reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on all invoiced amounts unpaid by the due date at the rate of eight percent per annum above the base rate from time to time published by the Bank of England from the date due until the date of payment.



4. Expenses

All expenses and costs, including but not restricted to, travel and subsistence incurred by SynApps in the performance of the service provided hereunder shall be charged extra at cost.

5. VAT

VAT and all other sales taxes are payable by the Client in addition to all other payments due hereunder at the rate prevailing at the date of invoice.

6. Changes in Staff

SynApps shall use reasonable endeavors to keep changes in staff to a minimum in order to preserve continuity, but reserves the right to make any changes as it sees fit and Client shall be given reasonable notice of SynApps' intention to make changes.

7. Rate Variation

Unless otherwise agreed in writing in a Statement of Work any changes to consulting fee rates as set out in the Rate Card will be limited to once a year subject to 1 (one) month's written notice.

8. Procedure

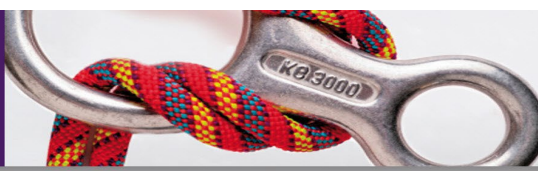
SynApps and Client shall agree a procedure to review the service provided under this Agreement. This will include meetings attended by representatives of both parties authorised to make decisions with respect to the provision of the service hereunder.

9. Warranty

- (i.) SynApps warrants to the Client that all services supplied under the Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- (ii.) The Client acknowledges that it is the responsibility of the Client to ensure that the facilities and functions described in the Statement of Work meet its requirements.
- (iii.) Except as expressly set out in any document which the parties expressly agree in writing is to form part of the terms of the Contract, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Software is given or assumed by SynApps, and all such warranties, conditions, undertakings and terms are excluded.
- (iv.) The Client agrees that its sole remedy in respect of any non-conformance with any warranty in the Contract is that SynApps will remedy such non-conformance ("Error") arising within 60 days of the project go live date (either by itself or through a third party) at the earliest opportunity.
- (v.) SynApps does not warrant that all Errors can and will be corrected. SynApps shall use its reasonable endeavours to correct Errors so long as the Errors are replicable by SynApps, or to provide a software patch; or to provide a temporary bypass or workaround for such Error.
- (vi.) The Client must promptly notify SynApps of any non-conformance to the above warranties in order to benefit from the remedy stated above, and in any event within 60 days of project go live.
- (vii.) Except for its obligations in relation to the performance of subcontractors under this Agreement, SynApps does not provide warranty for any third-party services, software or hardware supplied as part of this contract. Warranty in relation to the provision of services and products by Third Parties are governed by the Third Party's EULA. SynApps warrants only that it will provide consulting services that conform to generally accepted industry standards and practices. No warranty is given in respect of results or outcomes that may be obtained.
The warranty set out herein is exclusive and in lieu of all other conditions, terms or warranties, whether express or implied, including the implied conditions of satisfactory quality and fitness for a particular purpose.

10. Liability

(i) SynApps' liability is not excluded or limited for (a) death or personal injury resulting from the negligence or willful misconduct of SynApps or its servants or agents; or (b) unauthorised use or disclosure of Confidential Information; or (c) SynApps' breach of its data protection and security



obligations that result in an unauthorised use or disclosure of personal data; or (d) any other liability which may not be excluded or limited by applicable law.

(ii) Subject to 10 (i) above, SynApps' liability under or in relation to this agreement (whether for negligence, breach of contract or otherwise) shall be limited to an amount equal to the aggregate fees payable under the relevant SOW.

(iii) Subject to section 10 (i) above, SynApps accepts no liability under or in relation to this Agreement (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales, loss of turnover, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data or loss of time on the part of management or other staff or liabilities under or in relation to any other contract or any indirect, consequential or special loss or damage. For the purposes of this section the term loss includes a partial loss or reduction in value as well as a complete or total loss.

11. Poaching Staff

During completion of the services specified herein, and for a period of six (6) months following such completion, neither party will actively solicit for employment those employees of the other party who are directly involved in the performance or receipt of the services under this Agreement

12. Confidentiality

In the course of this Agreement, it may be necessary for the parties to have access to information that is confidential to the other ("Confidential Information"). Confidential Information shall be limited to any software developed hereunder, related documentation, and all information clearly marked by either party as confidential which (i) is marked to indicate its confidential status, or (ii) by its nature is deemed confidential, even if not marked, but shall not include information.

- a. which is, at the time of disclosure, in the public knowledge, or which, after disclosure, becomes part of the public knowledge, except by breach of this Agreement;
- b. which was in the receiving party's possession (as reflected in written records) at the time of disclosure by the disclosing party, and which was not acquired, directly or indirectly, from the disclosing party;
- c. which the receiving party can demonstrate, by written documents, resulted from its own research and development, independent of disclosure from the disclosing party;
- d. which the party receiving the information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it; or which either party is obliged to disclose to comply with any requirement of law.

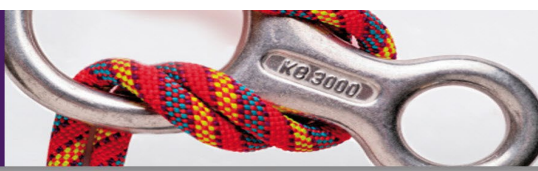
The parties agree, both during this Agreement and for a period of five years after termination of this Agreement to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the purposes related to this Agreement. Each party agrees to use its reasonable endeavors to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of the provisions of this Agreement.

The Client agrees that any information received pursuant to this Agreement shall be deemed subject to the non-disclosure obligations set forth herein.

Except as otherwise required by law, neither party shall issue or cause the publication of any press release, public announcement, promotion or advertising with respect to the transactions contemplated by this agreement or concerning the name, abbreviations, specifications, sign, mark or whatever symbol or logos without the written consent of the other Party, which consent shall never be deemed implicitly granted.

13. Force Majeure

Except for the Clients obligation to pay SynApps, neither SynApps nor the Client shall be liable for any breaches of its obligations to under its agreement resulting from causes beyond its reasonable control include but not limited to Acts of God, fire, flood, explosion, pandemic or other catastrophe.



14. Alteration of Agreement

No alteration, modification or addition to this Agreement, nor any waiver of any of the terms hereof shall be valid unless made in writing and signed by the duly authorised representatives from both parties.

15. Termination

This agreement may be terminated by reason of the earliest occurrence of any one of the following:

- a) The Services terminate automatically on the completion of the activities set out in the Statement of Work unless terminated earlier by Client giving at least 30 (thirty) days written notice to SynApps. In the event that Client gives notice to terminate under this Clause 15(a), Client shall pay to SynApps any agreed fees (either calculated on a time and materials basis or, if terminating a fixed price SOW, on a pro rata basis relative to the deliverables produced under the SOW) and expenses to the date of termination; SynApps shall use reasonable efforts to minimise the fees and expenses resulting from such early termination.
- b) Either party can terminate this Agreement and/or any Statement of Work made under it with immediate effect (and without any payment in lieu of notice) by providing written notice if the other party or its employees, agents or subcontractors:
 - i. commits a serious breach of, or persistently breaches, any of its obligations under the Statement of Work and/or this Agreement and does not remedy such breach within thirty (30) days of being given notice by the other party to do so;
 - ii. fails, or continues to fail, to provide the Services to the standards agreed between the parties and fails to remedy such failure within thirty (30) days of being given notice by the other party to do so;
 - iii. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or;
 - iv. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- c) Any termination of this Agreement is without prejudice to any other rights or remedies which either party is entitled to under this Agreement or at law. It does not affect the accrued rights or liabilities of either party or any provision which is expressly or by implication intended to come into force on or continue in force after termination.
- d) All papers, documents or other materials supplied to a party or its employees, agents or subcontractors by the other party and/or any member of its group in connection with the performance of the Services are the sole and exclusive property of that party and each party agrees that it must and will use reasonable endeavours to procure that its employees, agents or subcontractors immediately return them to the party at its request or, if later, on the termination of the applicable Statement of Work or this Agreement.

16. Notices

All notices shall be in writing and sent by first class post or overnight post (or courier), e-mail (if confirmed by posting), or transmitted by facsimile (if confirmed by posting), to the address of the recipient set out in this Agreement or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notice shall be deemed to have been given upon personal delivery (in the case of overnight mail, courier or facsimile) or five (5) business days after being sent by first class post

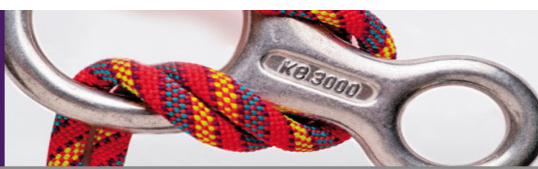
CLIENT

Address:

Attention:

CLIENT

E-mail Address:


SynApps

Address:

Titan Court

3 Bishop Square

Hatfield Business Park

Hatfield AL10 9NA

United Kingdom

Attention

James Paton, Chief Executive Officer

E-mail Address:

James.Paton@synapps-solutions.com

17. Assignment

SynApps may sub-contract performance of any of its obligations under this Agreement. The Client may not without the consent of SynApps, such consent not to be unreasonably withheld or delayed, assign the benefit of this Agreement or any rights under it.

18. Intellectual Property

If in the course of providing the services hereunder, SynApps creates for the Client any customer specific configuration or software ("Developed Configuration"), the client shall retain the rights of Intellectual Property ownership of the Developed Configuration, except in the following scenarios: -

- a) Where SynApps Solutions uses a pre-existing configuration template or piece of software previously developed ("Consulting Accelerator"), in which case SynApps Solutions retains all rights of ownership in the Consulting Accelerator, including generic amendments made, and shall remain the exclusive property of SynApps Solutions. Client shall have a non-exclusive, non-transferable perpetual royalty free license to use the Developed Configuration.
- b) Where any third-party software is in use this remains the Intellectual Property of the third-party supplier or open source project, in such cases it remains the responsibility of the client to ensure it is fully licensed according to the third-party terms and conditions.
- c) Any ideas, know-how, or techniques which may be developed by SynApps as a result of providing such services, including but not restricted to the services provided pursuant to this Agreement, shall be the exclusive property of SynApps.

In the event SynApps assists Client in the use and implementation of Developed Configuration, such assistance shall be provided based on an agreed SOW.

19. The Agreement

19.1 The entire Agreement between SynApps and Client with respect to the subject matter herein is contained in this Agreement and Statement(s) of Work and supersedes all previous communications, representations and arrangements, either written or oral and the Client hereby acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of this Agreement or the Statement of Work shall add to or vary the terms of this Agreement unless signed or initialled by both parties.

19.2 If any provision of this Agreement is held for any reason to be void, voidable or unenforceable this shall not affect the validity or enforceability of any other provision of this Agreement or of the remainder of this Agreement as a whole.

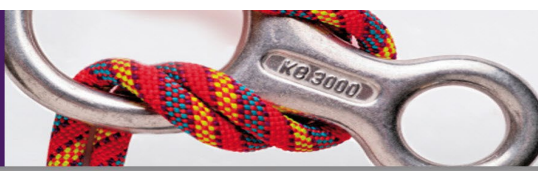
19.3 The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

19.4 This Agreement may be executed in counterparts.

19.5 Any performance to execute the duties and obligations under this Agreement shall be strictly as an Independent Contractor. Nothing contained in this Agreement shall create or imply any agency relationship between the Parties nor shall this Agreement be deemed to constitute a joint venture or partnership between the Client and SynApps

19.6 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

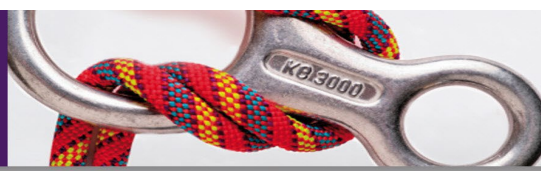
19.7 SynApps shall not employ any sub-contractors without the Client's written approval, which shall not be unreasonably withheld.



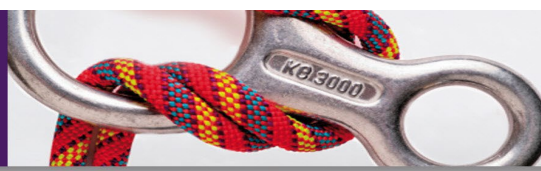
19.8 The Agreement shall be construed and governed in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts

20. Data Protection

- 20.1. In respect of personal data ("Client Personal Data") the parties acknowledge that SynApps is a processor and CLIENT is a controller (the terms "personal data", "processor" and "controller" as defined in the Data Protection Legislation). In respect of any Client Personal Data processed pursuant to this Agreement, each of the Parties will, where appropriate:
 - 20.1.1. respond to enquiries regarding Client Personal Data and deal with any such enquiries promptly in accordance with the Data Protection Legislation; and
 - 20.1.2. comply in full with the Data Protection Legislation.
- 20.2. SynApps will only process Client Personal Data in order to perform the Services and carry out its obligations under this Agreement and will only do so pursuant to the written instructions of CLIENT.
- 20.3. If SynApps becomes aware of any breach of this Clause 20 or any breach of any security measure relating to Client Personal Data or of any unauthorised access to, loss or destruction of Client Personal Data, SynApps will promptly:
 - 20.3.1. notify CLIENT Data Protection Officer by telephone 08702 405143 or email siro@synapps-solutions.com of such breach within 24 hours;
 - 20.3.2. identify the cause of the breach;
 - 20.3.3. use reasonable endeavours to remedy any breach and its consequences;
 - 20.3.4. use reasonable endeavours to prevent the breach from re-occurring; and
 - 20.3.5. provide a report to CLIENT detailing the cause of and procedure for correcting the breach of security; and
 - 20.3.6. provide all reasonable assistance to CLIENT in taking any actions deemed necessary or appropriate to deal with any breach.
- 20.4. CLIENT warrants that it has all necessary consents and authorisation for SynApps to process the Client Personal Data in the manner and for the purposes (which are solely determined by CLIENT) in accordance with the terms of this Agreement. CLIENT further warrants that the Client Personal Data has been obtained and is being processed in accordance with Data Protection Legislation.
- 20.5. SynApps will:
 - 20.5.1. use technical and organisational measures necessary to ensure that any Client Personal Data in the possession or control of SynApps or stored on a computer system under the control of SynApps is protected against loss, destruction, damage, unauthorised access, unauthorised use, unauthorised modification, unauthorised disclosure or other misuse;
 - 20.5.2. in relation to Client Personal Data ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Client Personal Data accessed by it;
 - 20.5.3. obtain prior written consent from CLIENT before transferring any Client Personal Data to any subcontractor, or allowing a subcontractor to access any Client Personal Data and such sub-contracting shall only be permitted by way of a written agreement which includes terms which are the same or equivalent to those set out in Clause 20 and, in any case, no less onerous than those applying to SynApps under this Agreement;



- 20.5.4. maintain a record of all categories of processing activities it undertakes under this Agreement in relation to Client Personal Data in accordance with Data Protection Regulations, and promptly (and at least within 7 Business Days) provide a copy of such record(s) to CLIENT for inspection if requested to do by CLIENT;
- 20.5.5. assist CLIENT as reasonably required in a timely manner where CLIENT conducts a data protection impact assessment and, where necessary, assist CLIENT with any prior consultations, investigations or audits conducted by the Office of the Data Protection Commissioner or any other applicable regulatory or supervisory authority to the extent necessary (including, without limitation, the preparation or provision of supporting documentation to be submitted to the Office of the Data Protection Commissioner or other applicable supervisory or regulatory authority);
- 20.5.6. immediately inform CLIENT in the event that SynApps believes that CLIENT's instructions in relation to Client Personal Data conflict with the requirements of Data Protection Regulations;
- 20.5.7. ensure that the Client Personal Data will not be stored, copied, used, altered, deleted, accessed, modified or otherwise interfered with by SynApps for any purpose other than as expressly required to perform SynApps's obligations under this Agreement;
- 20.5.8. ensure that the Client Personal Data will not be disclosed to any third party, agents or subcontractors without the prior written consent of CLIENT;
- 20.5.9. not (and will procure that any subcontractor will not), do or omit to do anything which would cause CLIENT to be in breach of its obligations
- 20.5.10. notify CLIENT in writing of any change to the contact email address (**siro@synapps-solutions.com**) used to respond from time to time with enquiries regarding any Client Personal Data, and SynApps will deal with such enquiries promptly; and
- 20.5.11. take all reasonable steps to ensure the reliability of SynApps personnel who have access to the Client Personal Data and will in particular ensure that all SynApps personnel have been appropriately vetted and that all SynApps personnel:
 - a. are informed of the confidential nature of the Client Personal Data;
 - b. have undertaken and will undertake regular training in the laws relating to handling personal data, data privacy and information security at least annually or as otherwise specified in this Agreement, with evidence of completion;
 - c. are aware both of SynApps's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement;
 - d. are committed to a contractual obligation of confidentiality or are under an appropriate statutory obligation of confidentiality; and
 - e. do not process Client Personal Data except on instructions from CLIENT, unless required to do so by Law.
- 20.6. If any part of the Client Personal Data ceases to be required for the performance of SynApps's obligations under this Agreement, including without limitation upon termination for whatever reason, SynApps will (and will procure that any subcontractor will) return the Client Personal Data to CLIENT within 10 days of CLIENT's request for such, or at CLIENT's discretion permanently and securely destroy or procure the secure destruction (and provide written confirmation to CLIENT) of the same. Where SynApps is required by law to retain a copy of the Client Personal Data it will, having previously notified CLIENT of this requirement, be permitted to retain one copy thereof subject to observance of all legal requirements (including but not limited to Data Protection Regulations) and good industry practice, and limited to such purpose(s) for which SynApps is under a duty to retain it.
- 20.7. If SynApps receives any complaint, notice or communication which relates directly or indirectly to the processing of the Client Personal Data or to a party's compliance with Data Protection Regulations including but not limited to:



- 20.7.1. a request from an individual to whom the Client Personal Data relates for access to the Client Personal Data or to amend, transfer or delete or suppress the Client Personal Data or to exercise any other data subject rights under Data Protection Regulations; or
- 20.7.2. becomes aware of any breach of the Data Protection Regulations relating to the Client Personal Data,

it will (and will procure that any Subcontractor will) without undue delay notify CLIENT and it will provide CLIENT with full co-operation and assistance in relation to any such complaint, notice, communication, activities or breach. SynApps will ensure that it has appropriate technical and organisational measures in place to enable it to support CLIENT in fulfilling its obligations to respond to requests for exercising Data Subjects' rights laid down in Data Protection Regulations.

- 20.8. SynApps will (and will procure that any subcontractor will) promptly comply with any instruction from CLIENT to comply with any agreement between CLIENT and any data subject and with any court order or any enforcement notice or other information notice or special information notice or other request for information from the Office of the Data Protection Commissioner. SynApps will not communicate with any regulator in respect of the Client Personal Data without the prior approval of CLIENT.
- 20.9. SynApps will not (and will ensure that any subcontractor will not) transfer or process the Client Personal Data or store the Client Personal Data outside the European Economic Area, either through direct transfer or remotely (whether as part of business as usual, or as part of business continuity or disaster recovery arrangements) without the prior written consent of CLIENT (which CLIENT will be entitled to withhold for any reason) or from outside the EEA remotely access, or allow remote access to, the Client Personal Data except and only to the extent previously agreed in writing by CLIENT.
- 20.10. Under SynApps's IT security policy, use of live data extracts or live data feeds for development or testing purposes is prohibited unless appropriately de-sensitised so that it becomes test data, anonymous and not personal data (such term is defined in the Data Protection Legislation). If this is unacceptable to CLIENT, SynApps will require a written dispensation for the use of live data in a non-production environment. CLIENT must acknowledge, in writing, its acceptance of the risks posed by the use of live data in a non-production environment and such acknowledgement must also hold SynApps harmless against liability resulting from such prohibited practice provided that SynApps has observed its obligations under this Clause 20.