

Agreement No: _____

**GREENSHANK SYSTEMS
MASTER PROFESSIONAL SERVICES AND GREENSKILLS AGREEMENT**

This Master Agreement dated _____ ("Effective Date") between Greenshank Systems,
Hawthorn Lodge, Drinkstone Road, Gedding, Suffolk, IP30 0QE ('Greenshank') and

("Customer")

WHEREAS:

A, Greenshank provides consulting and network computing integration services ("Professional Services") as well as skilled personnel on time and materials basis ("Greenskills") (together hereafter known as "Services").

B, Customer wishes to purchase Services such upon the terms set out in this Agreement.

TO GIVE EFFECT TO SUCH INTENTIONS, the parties have agreed as follows:

1. Scope of Services

1.1 Greenshank shall provide Services, which are more fully described in a Schedule of Work ("SOW"). Each SOW, together with this Agreement, will constitute a separate, integrated agreement for the provision of the particular Services ordered (a "Specific Contract"). Services are expressly limited to those tasks and specific items identified in the applicable SOW.

1.2 Where a Specific Contract is for the provision of Greenskills, the following shall apply:

1.2.1 Customer shall be responsible for informing personnel of and making them familiar with the working hours, time recording and other reasonable working practices of the Customer with which personnel will reasonably be required to comply.

1.2.2 Customer is solely responsible for allocating work to personnel and for supervision, direction and control of the personnel during the engagement.

1.2.3 All work shall be performed at Customer's facilities unless otherwise mutually agreed

1.2.4 Where a Specific contract is for Professional Services, then the following shall apply:

1.2.5 Greenshank shall render such services and deliver the required reports and other deliverables ("Deliverables") as applicable, in accordance with the timetable and milestones set forth in an SOW. In the event Greenshank anticipates at any time that it will not reach one or more milestones or complete one or more assignments within the prescribed timetable, Greenshank shall immediately so inform Customer by written notice, submit proposed revisions to the timetable and milestones that reflect Greenshank's best estimates of what can realistically be achieved, and continue to work under the original timetable and milestones until otherwise directed by Customer.

1.2.6 Greenshank shall provide and make available to Customer such resources as shall be necessary to perform the services as set out in the SOW.

1.2.7 Customer shall, within ten (10) days of receipt of each Deliverable submitted to Customer, advise Greenshank of Customer's acceptance or rejection of such Deliverable. Any rejection shall specify the nature and scope of the deficiencies in such Deliverable. Greenshank shall, upon receipt of such rejection,

correct such deficiencies. The failure of Customer to provide such a notice of rejection within such period shall constitute acceptance by Customer of said Deliverable.

1.2.8 The parties hereby acknowledge and agree that Customer shall have no right to control the manner, means, or method by which Greenshank performs the services called for by this Agreement. Rather, Customer shall be entitled only to direct Greenshank with respect to the elements of services to be by Greenshank and the results to be derived by Customer, to inform Greenshank as to where and when such services shall be performed, and to review and assess the performance of such services by Greenshank for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory.

1.3 Customer agrees to provide safe access to its premises and computer equipment working space and facilities, and any other services and materials Greenshank or its personnel may reasonably request in order to perform the work assigned to them.

1.4 Where Services are to be provided on Customer's premises, Greenshank shall make sure its personnel at all times observe security and safety policies of Customer advised by Greenshank by Customer in writing.

2. Term of Agreement

2.1 This Agreement will remain in force until terminated in accordance with this clause 2.

2.2 Either party may terminate this Agreement, a Specific Contract, or any part thereof if the other party fails to cure a material breach within thirty (30) days of written notice of such a breach. Upon termination of either a Specific Contract or this Exhibit, the terminating party may also elect to terminate any Specific Contracts immediately upon written notice to the other party.

2.3 Either party may terminate a Specific Contract by providing thirty (30) days prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice to the other party if no Specific Contract is in effect under this Agreement.

2.4 Upon termination of this Agreement or a Specific Contract for any reason, Greenshank shall promptly return to Customer all copies of any Customer data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of Customer. Greenshank shall also furnish to Customer all work in progress or portions thereof relating to the terminated Specific Contract, including all incomplete work.

2.5 Within thirty (30) days of termination of this Agreement or a Specific Contract, for any reason, Greenshank shall submit to Customer an itemised invoice for any fees or expenses accrued under this Agreement up to and including the effective date of termination. Customer, upon payment of accrued amounts so invoiced, shall have no further liability or obligation to Greenshank whatsoever for any further fees or expenses under this Agreement.

2.6 Rights and obligations under this Agreement, which by their nature should survive, will remain in effect after termination or expiration hereof.

3. Fees, Expenses and Payment

3.1 In consideration of the services to be performed by Greenshank, Customer shall within thirty (30) days after receipt of Greenshank's invoice, pay Greenshank the fees set forth in a SOW.

3.2 In addition to the foregoing, Customer shall pay Greenshank its actual out-of-pocket expenses of the types set forth in the applicable SOW, which are reasonable and necessary for Greenshank to incur in furtherance of its performance hereunder; provided, however, that payments for each category of expense shall not exceed the limits for each category set forth in an SOW.

3.3 In the event Greenshank terminates this Agreement because of the breach of Customer, Greenshank shall be entitled to a pro rata payment for work in progress based on the percentage of work then completed. No such pro rata payment shall be made if Customer terminates this Agreement because of the breach of Greenshank.

3.4 Prices and licence fees for Deliverables are exclusive of all VAT and other taxes based upon the value of Deliverables and Customer shall be responsible for payment of all such taxes.

4. Treatment of Greenshank Personnel

4.1 *Compensation of Greenshank's Personnel.* Greenshank shall bear sole responsibility for payment of compensation to its personnel. Greenshank shall pay and report, for all personnel assigned to Customer's work, any income tax, and National Insurance contributions together with any other statutory deductions applicable to such personnel as employees of Greenshank. Greenshank shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled. Greenshank agrees to defend, indemnify, and hold harmless Customer, Customer's officers, directors, employees, and agents, and the administrators of Customer's benefit plans from and against any claims, liabilities or expenses relating to such compensation, tax, insurance, or benefit matters; provided that Customer shall promptly notify Greenshank of each such claim when and as it comes to Customer's attention, cooperate with Greenshank in the defence and resolution of such claim, and not settle or otherwise dispose of such claim without Greenshank's prior written consent, such consent not to be unreasonably withheld.

4.2 As neither Greenshank nor its personnel are Customer's employees, Customer shall not take any action or provide Greenshank's personnel with any benefits or commitments inconsistent with any of such undertakings by Greenshank.

5. Rights in Data

5.1 The parties to this Agreement mutually agree that Customer shall own and maintain all intellectual property rights and any enhancements, modifications and/or derivatives hereto. Greenshank shall own and maintain all Greenshank intellectual property rights to any and all pre-existing intellectual property and any enhancements, modifications and/or derivatives thereto.

5.2 In consideration of the fees paid by Customer to Greenshank hereunder and unless agreed otherwise in an SOW, Customer shall own all rights, title and interest, including copyright or other intellectual property rights in such Deliverables delivered by Greenshank within the scope of this Agreement provided that Greenshank shall grant to Customer a perpetual, royalty free licence to use the intellectual property inherent in the Deliverables for the purposes for which the Deliverables were prepared.

5.3 Greenshank grants to Customer a royalty-free, non-exclusive, non-transferable, worldwide licence in perpetuity, to use, modify, and reproduce (provided Greenshank's intellectual property rights are protected as stated herein), for Customer's internal use only, any custom software, consulting design specifications, or any other tangible Deliverable which embodies any of Greenshank's pre-existing intellectual property.

5.4 Nothing in this Agreement shall preclude either party from using General Knowledge. "General Knowledge" means ideas, concepts, know-how, techniques, inventions or discoveries related to the Services that are retained in the unaided memories of either party's personnel who have had access to information consistent with the terms of this Agreement. A person's memory is unaided if the person has not intentionally memorised the information for the purpose of retaining and subsequently using or disclosing it. General Knowledge does not include trade secrets of either party. All General Knowledge is subject to all valid patents and copyrights. Nothing in this clause shall give either party the right to disclose, publish or disseminate the source of General Knowledge or the financial, statistical or personal data or business plans of the other party.

6. Proprietary Information

If either party desires that information provided under this Agreement be held in confidence, each party agrees to identify such information as "Confidential" or "Proprietary" ("Confidential Information"). The receiving party shall not disclose Confidential Information and shall use it only for purposes specifically contemplated by this Agreement. This Agreement will not affect any other confidential disclosure agreement between the parties.

7. Confidentiality of Agreement; Publicity; Use of Marks

7.1 For a period of one (1) year from the date of termination or expiration of this Agreement, neither party shall disclose the terms of this Agreement to any other person or entity, except as may be necessary to fulfill such party's obligations hereunder.

7.2 Neither party shall at any time use the other party's name or trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the other party.

8. Warranty

8.1 Greenshank shall perform all Professional Services provided under this Agreement in a good and workmanlike by employees of Greenshank having a level of skill in the area commensurate with the requirements of the scope of work to be performed.

8.2 Except as specified in these terms and conditions, all express, statutory or implied representations, warranties and conditions, including but not limited to any implied warranty and/or condition of satisfactory quality, fitness for a particular purpose or non-infringement, are hereby disclaimed.

8.3 In respect of any third party products supplied by Greenshank, the manufacturer's standard end user terms (including without limitation, licence and warranty terms) shall apply.

9. Hiring of Greenshank's Personnel

9.1 *Additional Value From Hiring.* Customer acknowledges that Greenshank provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Greenshank would be deprived of the benefits of its work force, if Customer were to directly hire Greenshank's personnel after they have been introduced to Customer by Greenshank.

9.2 *No Hiring Without Prior Consent.* Without the prior written consent of Greenshank, Customer shall not directly or indirectly solicit the employment of any personnel of Greenshank who are or have been assigned to perform work until one (1) year after termination of this Agreement.

9.3 *Hiring Fee.* In the event that Customer employs any personnel of Greenshank who are or have been assigned to perform work for Customer, Customer shall pay Greenshank, within thirty (30) days of the date of such hiring, an amount equal to fifty percent (50%) of the total first year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

10. Changes

Both parties agree to negotiate in good faith to amend this Agreement to incorporate additional provisions herein and to change provisions hereof, as either party may reasonably deem necessary. If any such amendment to this Agreement causes an increase/decrease in the cost of, or the time required for, performance under this Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both.

11. Limitation of Liability

11.1 Each party shall indemnify the other from and against physical injury to or death of the other party's or third party personnel, which is directly and wholly caused by the negligence of it or its employees in the performance of its or their duties under this Agreement.

11.2 Greenshank shall indemnify Customer for direct damage to property caused by defects of workmanship or materials in any Deliverables delivered hereunder or by the negligence of its employees in connection with the performance of their duties hereunder PROVIDED ALWAYS that the total liability of Greenshank in such circumstances shall be limited to £500,000 for any one event or connected series of events.

11.3 Except for express undertakings to indemnify under this Agreement:

(i) Each party's aggregate liability to the other for claims relating to this Agreement whether for breach or in tort, shall be limited to the fee charged to Customer for Deliverables related to the claims.

(ii) In no event will either party be liable for loss of business, revenue, profits, use, data, or other economic advantage or for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this agreement, however it arises, whether for breach of this agreement, including breach of warranty, or in tort, even if that party has been previously advised of the possibility of such damage. Further, liability for such damage shall be excluded, even if the exclusive remedies provided for in this agreement fail of their essential purpose.

12. Import and Export Laws

Deliverables, including technical data, may be subject to UK export control laws, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licences to export, re-export, or import Deliverables as may be required after delivery to Customer.

13. General

13.1 *Relationship of the Parties:* The parties are independent contractors under this Agreement and no other relationship is intended, including without limitation, a partnership, franchise, joint venture, agency, employer/employee, or master/servant relationship. Neither party shall act in a manner, which expresses or implies a relationship other than that of independent contractor nor bind the other party.

13.2 *Assignment.* Neither party shall assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party, except that Greenshank may assign its right to payment and may assign this Agreement to an associated company.

13.3 *Notices.* All Notices must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the address specified above or as otherwise notified in writing for this purpose. Such Notice shall be effective upon receipt.

13.4 *Force Majeure.* Greenshank shall not be liable to Customer for any failure or delay caused by events beyond Greenshank's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labour disputes, accidents; shortages of labour, fuel, raw materials or equipment; or technical failures.

13.5 *Entire Agreement.* This Agreement is the parties' entire agreement relating to Products. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties in connection with the Contract. No modification to the Contract shall be binding, unless made in writing and signed by a duly authorised

representative of each party.

13.6 *Waiver or Delay.* Any waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.

13.7 *Dispute Resolution.* Any action related to this Agreement shall be governed and construed in accordance with English law and the parties hereby expressly submit to the exclusive jurisdiction of the English Courts.