



Master Service Agreement (MSA)

Please read carefully

Date

22 December 2025

Website

axomusa.com/legal

E-mail

help@axomusa.com

Why did we implement this document?



After several years of contract violations, missed invoices, cancellations with no notice, and worse, we decided it was necessary to set standards in place for our firm.



Billing, Cancellations, and Time

01.

Billing & Rate

All services provided by axom are billed at our standard hourly rate of \$150 per hour unless otherwise specified in writing. This rate reflects not only time spent but also the advanced expertise, technologies, and specialized infrastructure utilized to deliver high-quality results. Any travel requested by the client, or additional expenses incurred in the fulfillment of the agreement, will be billed immediately.

02.

Cancellation

If you commit to hiring axom for services, including verbally or in writing, but subsequently cancel or fail to proceed, a \$250 cancellation fee will apply.

03.

Timing

Clients must provide feedback or responses to deliverables and communications within 24-48 hours, including weekends. Failure to comply will result in all outstanding payments becoming immediately due.

Content, Nature, and Ethics

4

Content

Content Notice: Clients are required to provide at least 48 hours' notice for any new content requests or changes, except in cases of emergencies. Emergencies will be reviewed and vetted by our internal Ethics Team for approval.

5

Nature of Work

axom* engages with clients strictly as an independent contractor, not as an employee, partner, or agent. axom retains the sole right to determine the manner, methods, and timing of all work performed. Client meetings are conducted strictly by appointment only. axom reserves the right to set meeting times and formats, including the use of virtual or remote sessions. No client engagement shall be construed to grant any authority over axom's internal operations, personnel, or decision-making.

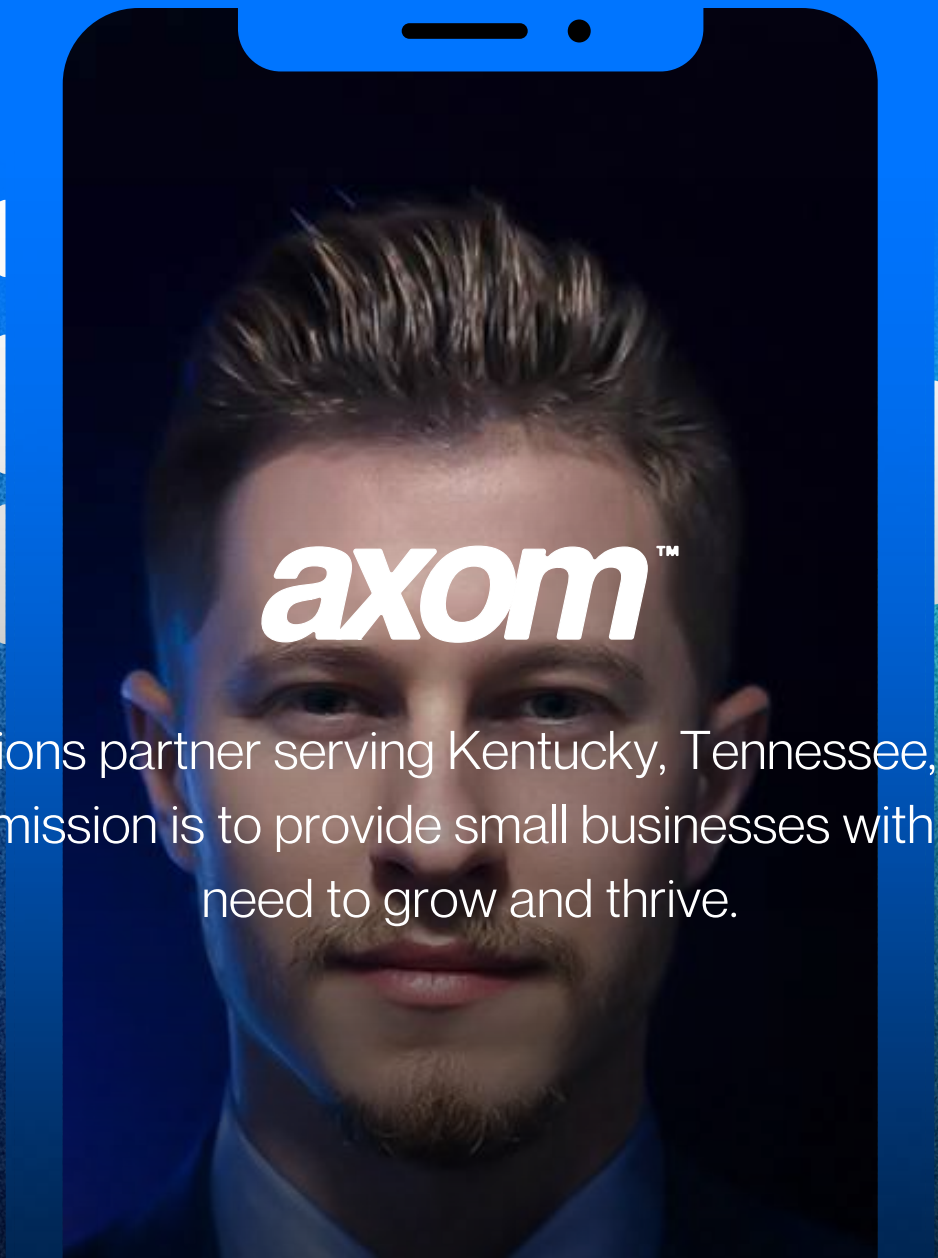
6

Ethics

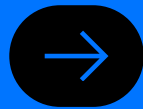
Ethics and Consultant Abuse: axom maintains a zero-tolerance policy toward consultant abuse. All communication must remain respectful and professional; we will not respond to statements formatted as demands with no context. Professional communication is a requirement for continued service.



Because your business *matters.*



axom is a business solutions partner serving Kentucky, Tennessee, Ohio, and clients around the United States. Our mission is to provide small businesses with the essential tools they need to grow and thrive.



7. Intellectual Property

All intellectual property created by axom during the course of engagement—including but not limited to concepts, strategies, designs, copy, content, creative assets, systems, methodologies, processes, and deliverables—remains the exclusive property of axom at all times.

axom grants the client a limited, non-exclusive, non-transferable license to use axom created intellectual property solely during the active service period and only while all invoices are current. This license is granted strictly for the business purposes defined in the engagement. This license automatically terminates upon completion, suspension, or termination of services for any reason, including nonpayment. Upon termination, all use of axom intellectual property must immediately cease unless a separate written licensing agreement is executed. axom intellectual property may not be shared, transferred, sublicensed, reused, adapted, reverse-engineered, or utilized by any third party, including other agencies, consultants, contractors, or internal teams not expressly authorized by axom . Other agencies may not use axom’s original creations for their own marketing purposes or to market the client’s business. Any unauthorized use constitutes intellectual property infringement and may result in immediate termination of services, retroactive licensing fees, injunctive relief, and legal action.



Limited License Use

Upon signing with axom, all intellectual property created for the respective client because licensed for limited, temporary use which expires upon termination of services with axom.



Authorship and Copyright

axom ALWAYS retains all AUTHORSHIP rights to all content created, filmed, or otherwise generated for the respective client.



Non-Use and Non-Solicit

Other agencies, employees, content creators, contrators, or others may not use axom’s copyrighted content, both during service and after work has been completed, unless otherwise specified in writing. Clients cannot contract other firms to provide the same marketing services while under contract with axom.



Optional Licensing

Owners and businesses may purchase the exclusive rights to all property generated, filmed, or otherwise creatd by axom upon service end.



Legalities



All materials, communications, and deliverables shared between **axom** and the client are strictly confidential unless otherwise agreed upon in writing. Both parties agree to maintain the highest level of discretion. 9. Commitment to Excellence

Every project undertaken by axom is guided by a commitment to excellence. We hold ourselves accountable to the highest professional standards, with work products that emphasize accuracy, innovation, and practical impact. This is not a guarantee of quality or promise of satisfaction.

Clause 8
Confidentiality & Commitment to Excellence



All materials, communications, and deliverables shared between **axom** and the client are strictly confidential unless otherwise agreed upon in writing. Both parties agree to maintain the highest level of discretion. 9. Commitment to Excellence

Every project undertaken by axom is guided by a commitment to excellence. We hold ourselves accountable to the highest professional standards, with work products that emphasize accuracy, innovation, and practical impact. This is not a guarantee of quality or promise of satisfaction.

Clause 9
Confidentiality & Commitment to Excellence



All materials, communications, and deliverables shared between **axom** and the client are strictly confidential unless otherwise agreed upon in writing. Both parties agree to maintain the highest level of discretion. 9. Commitment to Excellence

Every project undertaken by axom is guided by a commitment to excellence. We hold ourselves accountable to the highest professional standards, with work products that emphasize accuracy, innovation, and practical impact. This is not a guarantee of quality or promise of satisfaction.

Clause 10
Confidentiality & Commitment to Excellence

Terms & Acceptance



Clause 11 - Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of Kentucky.

Clause 12 - Acceptance

By engaging with axom's services, representatives, agents, website, or accounts, you acknowledge and agree to these Terms and Conditions in full.

CONTACT US

Let's Build the Future Together

Date

22 December 2025

Website

axomusa.com

E-mail

help@axomusa.com