



Master Service Agreement (MSA)

Please read
carefully

Date

**ACTIVE ONLY FOR CONTRACTS SIGNED
FROM JANUARY 6TH or LATER**

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

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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.

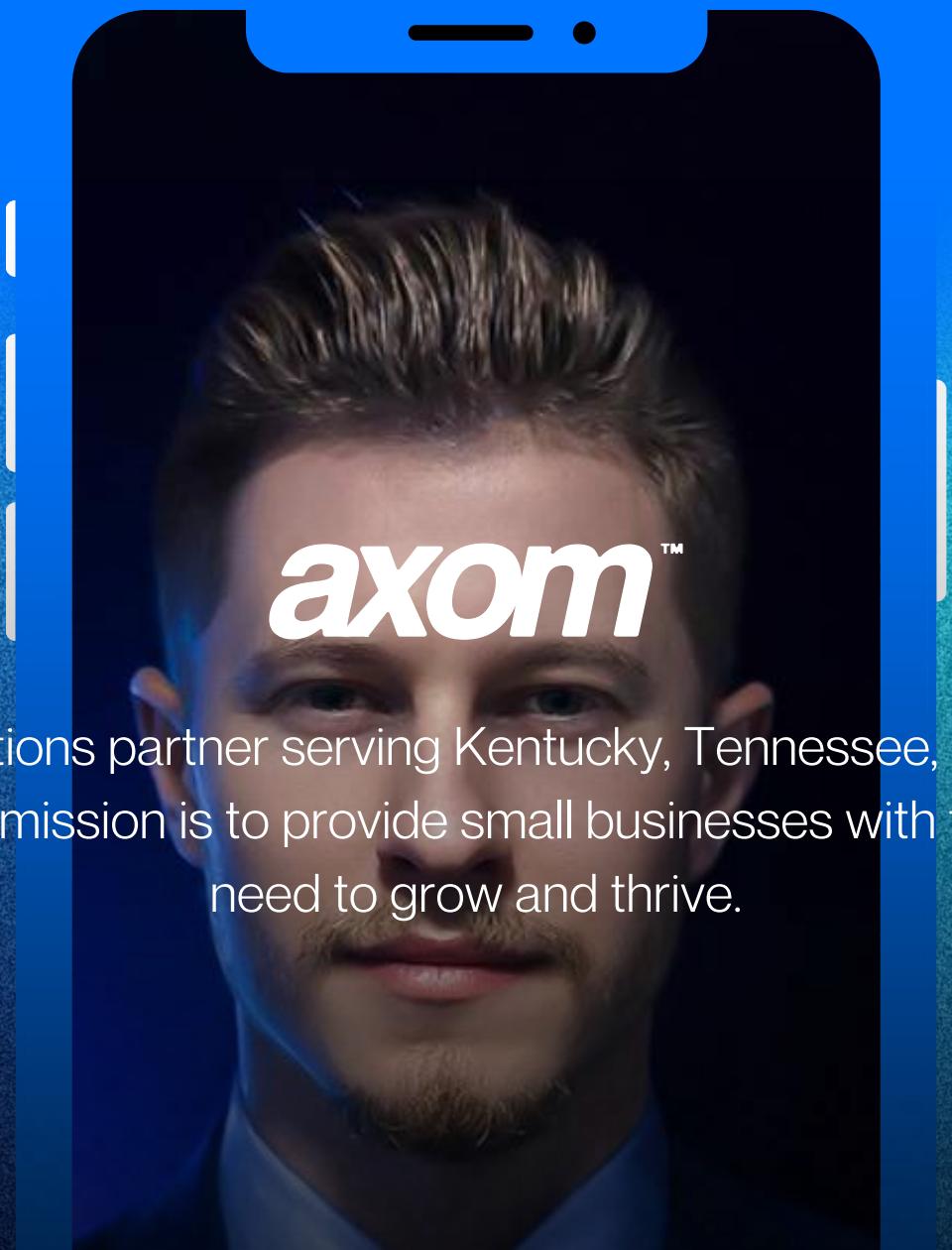
6

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

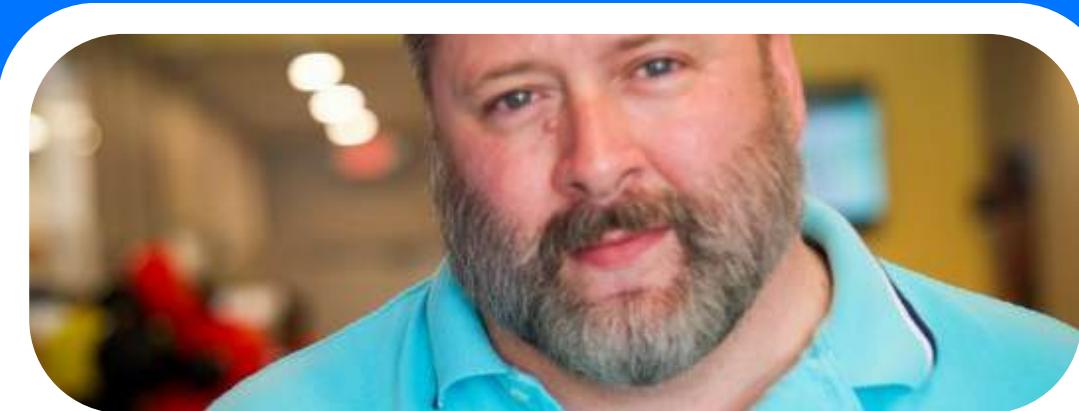
Other agencies, employees, content creators, contractors, or others may not use axom's copyrighted content, both during service and after work has been completed, unless otherwise specified in writing. Clients cannot contract other firms to provide the same marketing services while under contract with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



Optional Licensing

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

Legalities

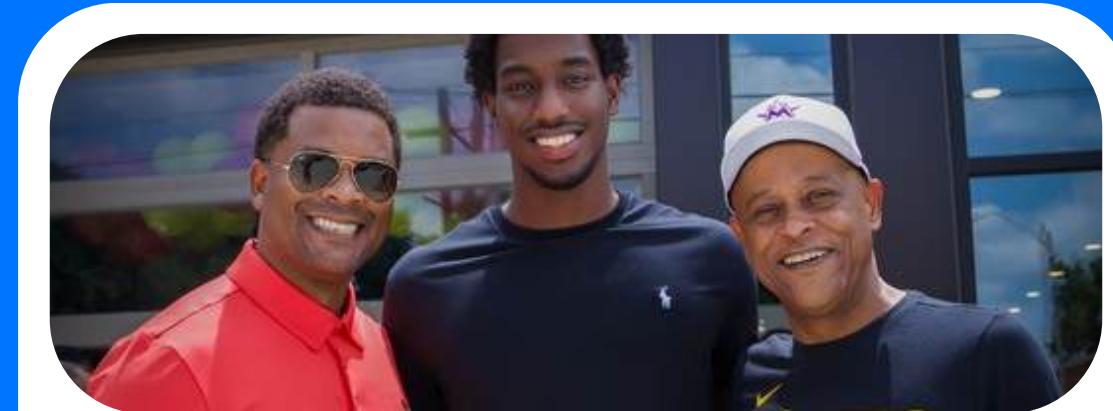


All materials, communications, and deliverables shared between **axom** and the client are strictly confidential unless otherwise agreed upon in writing. Both parties agree to maintain the highest level of discretion. 9. Commitment to Excellence

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

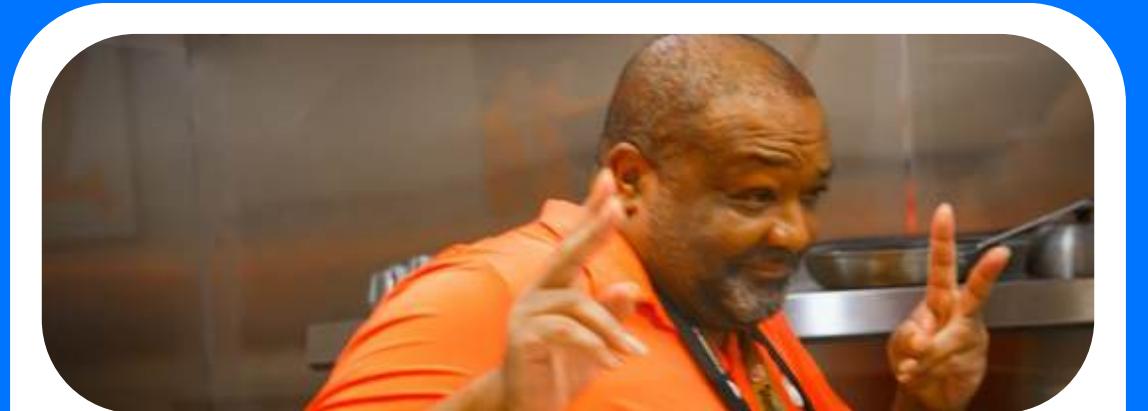


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Clause 9

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Clause 10

Confidentiality & Commitment to Excellence

11. Website Policies

A

Authorship & Copyright

All websites, web applications, source code, design systems, visual assets, layouts, written content, structural architecture, and derivative components (collectively, the “Work”) created, designed, developed, or maintained by axom LLC (“axom”) are original works authored by axom and are protected under applicable United States and international copyright laws.

Unless expressly stated otherwise in writing and executed by axom, no Work shall be deemed a “work made for hire.” Axom shall at all times retain full and exclusive authorship and copyright ownership of the Work, subject only to the limited license granted herein.

Websites hosted, maintained, or otherwise controlled by axom shall remain under the sole design, structural, and technical discretion of axom. No third party—including but not limited to external agencies, freelancers, contractors, consultants, or designers—may access, modify, edit, replicate, or interfere with the Work unless such individual is either:

1. The legal owner of the contracting business entity; or
2. A bona fide W-2 employee of the contracting business entity.

Any unauthorized access, modification, or attempted modification of the Work shall constitute a material breach of this Agreement.

B

License Grant; Use and Non-Modification

Upon full payment for services rendered, axom grants the client a perpetual, non-exclusive, non-transferable license to use the Work for the client’s own lawful commercial purposes.

This license permits the client to operate, display, and commercially benefit from the website but does not transfer authorship, copyright ownership, or intellectual property rights in the Work.

Unless and until Section C of this Agreement is satisfied in full, axom shall:

- Host and control all websites and related features;
- Retain full authority over design integrity, technical structure, and functional components;
- Maintain exclusive rights to alter, enhance, restrict, or discontinue features at its discretion.

The client may not duplicate, reverse engineer, resell, sublicense, distribute, or permit third-party modification of any portion of the Work without the prior written consent of axom.

C

Separation and Copyright License Transfer

At the client’s election, full separation from axom’s hosting, control, and licensing framework may be obtained upon payment of a one-time copyright license transfer fee of Five Thousand Dollars (\$5,000 USD) (“Separation Fee”).

Upon receipt of the Separation Fee in full, axom shall grant the client a perpetual, transferable, and exclusive copyright license to the Work, including the right to:

- Transfer hosting services away from axom;
- Modify, maintain, or redesign the website at the client’s discretion;
- Engage third parties to manage or alter the Work.

Notwithstanding the foregoing, axom shall retain all good-faith artistic authorship rights, including but not limited to:

- The irrevocable right to display, reproduce, and reference the Work (in whole or in part) for portfolio, marketing, promotional, and demonstrative purposes;
- The right to reuse non-client-confidential design elements, frameworks, and architectural concepts in future projects.

If the Separation Fee is not paid, or if required hosting or maintenance fees become delinquent, axom shall retain full copyright ownership and all associated rights and controls described herein.

D

The provisions of this Section shall survive termination of this Agreement for any reason. Any breach of this Section shall entitle axom to immediate injunctive relief, in addition to any other remedies available at law or in equity.

Terms & Acceptance



Clause 12 - Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of Kentucky or Tennessee, wherever the client is located.

Clause 13 - 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

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E-mail

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