

SAMPLE

SOFTWARE SUPPORT SERVICE AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Licensor>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> ('the Licensor')
- (2) <<Name of Licensee>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> ('the Licensee')

WHEREAS:

- (1) The Licensor has developed computer software applications and has licensed from third parties, certain computer software applications and has granted to the Licensee a non-exclusive licence to use such products and associated documentation under an agreement dated <<..>> ('the License')
- (2) The Licensor has agreed to provide certain services in respect of the support and maintenance of the applications, and the computer hardware equipment upon which the applications are installed, on the terms and conditions set out in this Agreement.

NOW IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context or otherwise specified the following definitions will apply:

"Basic Enhancements"

to the Licensed Programs, corrections, which are logical improvements to the Licensed Programs. Basic Enhancements include only those improvements that are made available at no additional cost to Licensees that purchase annual

"Commencement Date"

the date on which the support and maintenance services commence as an element of the Supported

**“Data Protection
Legislation”**

“Documentation”

“Equipment”

“Error”

“Error Correction”

**“Licensed Program
Materials”**

“Licensed Programs”

“Location”

“Maintenance Charge”

“Maintenance Services”

“Major Enhancements”

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tion in force from time to time in
applicable to data protection and
not limited to, the retained EU
General Data Protection Regulation
(“UK GDPR”), as it forms part of
England and Wales, Scotland, and Northern
Ireland; the Data Protection Act 2018
(as amended thereunder); and the Privacy
and Electronic Communications Regulations 2003 as

manuals, user instructions, technical
support materials supplied to the
Licensor for aiding the use and
operation of the Supported Software;

hardware on which the Supported
Software is and in operational use;

Licensed Programs to substantially
duplicate the functions included in the

modification or addition that, when made or
added to the Licensed Programs, establishes material
alterations in the Documentation;

manuals, the Documentation, and the

data and computer programs of
the Licensor included in Schedule 1, and all releases

locations where the Equipment is to be
used, as specified in Schedule 4;

Maintenance Services to be provided under
the terms specified in Schedule 3;

services to be provided by the
Licensor for the analysis, coding, testing, and
debugging of software faults. Maintenance
Services shall be provided within reasonable
limits, as determined by the Licensor, and
shall not include requests for basic
technical consulting;

in addition to the Licensed Programs, other
than a Basic Enhancement, that:
- includes new features;
- is offered separately as optional
Licensed Programs; and
- is available to customers that purchase
Maintenance Services from the Licensor
at an additional charge;

“the Media”

the Licensed Programs and the recorded or printed, as provided to the Licensor and specified in

“Normal Support Hours”

on to Friday and from 09:00 to 18:00 (on national holidays);

“Specification”

the Licensed Programs describing the specifications thereof, a copy of which is attached to the Agreement as Schedule 1 'Supported Programs' together with any documents of software that have been made available to the Licensee during the

“Support Fee”

Support Services to be provided under the Agreement specified in Schedule 3;

“Support”

to be provided by the Licensor in connection with the Licensed Programs and available for the duration of the Agreement;

“Training”

the training of the Licensee's employees in the use of the Licensed Programs; see clause 6;

“Use the Licensed Program Materials”

the Licensed Programs, to read and possess the Media in conjunction with the use of the Licensed Programs and to possess the Media;

“Use the Licensed Programs”

the use of the Licensed Programs from the Commencement Date to load the Licensed Programs on the Media for the storage and running of the

2. **Services to be Provided**

The Licensor agrees to:

- 2.1 provide the Support Services;
- 2.2 provide the Maintenance Services;
- 2.3 provide training and documentation;
- 2.4 provide the other services specified in this Agreement.

the Licensee;

the Licensee, if appropriate;

the terms and conditions contained in the Agreement.

3. **Term**

The Support and the Maintenance Services shall commence on the Commencement Date and shall remain in force until terminated in accordance with the provisions of this Agreement.

shall commence on the Commencement Date and shall remain in force for one (1) year thereafter, unless and until terminated in accordance with the provisions of clause 15 or any other clause of this Agreement.

4. **Payment**

- 4.1 The Support Fee shall be paid by the Licensee on the Commencement Date

shall be paid by the Licensee on the Commencement Date

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4.6 The Licensor shall determine the scale of charges for the Maintenance Charge in accordance with the scale of charges by notice.

Risk in the Media shall pass to Licensee thereafter be lost, destroyed or otherwise damaged, Licensee shall replace same (embodying the relevant information) at no cost. The Licensor shall not be responsible for replacement.

6.1 During the continu
Licensee with all or

6.1.6 Consultancy enhancement

very. If any part of the Media shall
ensor shall promptly replace the
d Programs or Documentation) at
er or additional charge for such

together with estimates for the same.

6.2 The Licensee shall
any fault requiring
which it arose, and
the Licensor's supp

Licensors a detailed description of the problem, the software used, the steps taken to reproduce the problem, and the circumstances in which the problem occurred. The information should be sufficient to enable the licensee to reproduce the problem and to identify the cause of the problem.

6.3 When appropriate, the use of a problem may take into account of the progress of previous work to solve a problem. Response times should be recorded.

our to give an estimate of how long
or will keep the Licensee informed
licensor's support staff will attempt
on thereafter as possible and the

6.3.1 Basic service (excluding requests for special endeavours or requests for special requests; or

to Friday from 09:00 to 17:30
licensor shall use its reasonable
e.g. 10>> hours of receipt of a

6.3.2 Quick service
17:30 (excl
reasonable
of a request.

<<e.g. Saturday>> from 09:00 to
s) the Licensor shall use its
within <<e.g. 4>> hours of receipt

7. Maintenance

During the continuance of the contract, the Contractor shall maintain the system in accordance with the following maintenance schedule:

ensor shall provide the Licensee

7.1 Error Correction

7.1.1 If the Licensee is not in compliance with the Licensee's obligations in accordance with the Licensee's obligations, the Licensee shall be deemed to be in breach of the Licensee's obligations and the Licensee shall be liable for any and all damages (including reasonable attorneys' fees) with a

current release fails to perform in
then the Licensee shall, within 14
Licensor in writing of the defect or
censor (so far as the Licensee is
such defect or error.

7.1.2 The Licensee shall promptly submit the completed, signed, and dated version of the form, together with the Documentation and instructions, to the release. The release shall reasonably implement the

reasonable endeavours to correct
with upon such correction being
er to the Licensee the corrected
current release in machine readable
te amendments (if any) to the
e of the correction and providing
e corrected version of the current
the Licensee with all assistance
see to enable the Licensee to
version of the current release.

7.1.3 The foregoing shall be without prejudice to the rights of the Contractor in respect of:

Service shall not include service in

- | | |
|----|-------------------|
| a) | defect
release |
| b) | any
release |
| c) | incon |
| d) | any
conju |
| e) | defect
with |

in any modifications of the current
other than the Licensor;

Programs other than the current
ent release;

ease or operator error;

it or in any programs used in
release;

the use of the current release on or
(the Equipment) or programs not

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curre
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ting by the Licensor, provided that
ms designated for use with the
ation shall be deemed to have the
or.

7.1.4 The Licensor shall not charge a
standard scale of charges for the
provided by the Licensor.

nal charge in accordance with its
ne being in force for any services

a) at the time of the release, but which do not qualify under
the a) service by virtue of any of the
exclu e 7.1.3 above; or

e, but which do not qualify under
n service by virtue of any of the
e 7.1.3 above; or

b) at the time of the release but which the Licensor finds are
not n

e but which the Licensor finds are

For the avoidance of doubt, the provisions in this clause shall impose any
obligation on the Licensor for the services in respect of any of the
exclusions re

in this clause shall impose any
e services in respect of any of the

7.2 Releases

7.2.1 The Licensor shall provide the Licensee with the latest version of the software at the time of release.

the Licensee of any improved
at the Licensor shall from time to

7.2.2 Upon receipt of a new release, the Licensor shall deliver to the Licensee as soon as practicable (having regard to the time of release) the object code of the new release in a suitable form together with the Documentation.

the Licensor shall deliver to the
practicable (having regard to the
new release) the object code of the
ble form together with the

7.2.3 If required by the Licensee, the Licensor shall provide training for the Licensee's staff in the use of the software at the Licensor's standard scale of charges as soon as reasonably practicable after the release.

nsor shall provide training for the
e new release at the Licensor's
time being in force as soon as
ery of any new release.

7.2.4 The new release shall conform with the provisions of the current release and the Licensee shall comply accordingly.

ome the current release and the
ply accordingly.

7.3 Advice

The Licensor will provide the Licensee with such technical advice by telephone, facsimile or other means as shall be necessary to resolve any queries and queries in using the current release.

with such technical advice by
(including e-mail), as shall be
es and queries in using the current

7.4 Changes in Law

The Licensor will from time to time make such modifications to the current release as shall be necessary to conform with any change of legislation or new requirements or to improve the function or facility of the software. The Licensor shall promptly notify the Licensee of all such changes and new requirements and modifications to the current release (and all consequences thereof) as soon as reasonably practicable thereafter.

such modifications to the current
lease conforms to any change of
ch affect the application of any
documentation. The Licensor shall
of all such changes and new
difications to the current release
e Documentation which may be
difications) as soon as reasonably

8. Excluded Support and Maintenance

- 8.1 The Licensor shall be under no obligation to provide Support and Maintenance in respect of:
- 8.1.1 problems resulting from the use of the Licensed Program Materials for applications or customisation of the Licensed Program Materials on equipment not authorised in writing by the Licensor; or, in case of doubt, modifications to the Licensed Program Materials, which include but not be limited to changes to the logical structure, data schema for the Licensed Program Materials, output and configuration, and handling of the database;
 - 8.1.2 any software modifications to the Licensed Program Materials;
 - 8.1.3 incorrect or incomplete use of the Licensed Program Materials or operator error, or use or operation not in accordance with the Documentation;
 - 8.1.4 any fault in the Licensed Program Materials or in combination with the Licensed Program Materials;
 - 8.1.5 any program modifications to the Licensed Program Materials;
 - 8.1.6 use of the Licensed Program Materials in any combination not specified in the Documentation;
 - 8.1.7 use of the Licensed Program Materials with computer hardware, operating system software, or other software other than those specified in the Documentation;
 - 8.1.8 the Licensee's substitution of the Licensed Program Materials and use upon the Equipment in any new release of the Licensed Program Materials without receipt of the same.
- 8.2 The Licensor shall not be obligated to provide Support and Maintenance notwithstanding circumstances described herein. Any time spent by the Licensor in investigating such problems shall be at the Licensor's then current rates. The Licensor shall not be obligated to provide Support and Maintenance at its discretion, and such shall be at the Licensee's expense.
- 8.3 The Licensor reserves the right to discontinue the Support and the Maintenance for any version of the Supported Software if a superseding version has been made available by the Licensor.
- 8.4 The Licensor shall not be obligated to provide Support and Maintenance for modifications or provide support in relation to the Licensed Program Materials, operating system software, or third-party applications, or for data needs or external data.

9. Warranty

- 9.1 The Licensor warrants that all services supplied under this Agreement will be performed with reasonable care and skill by personnel whose qualifications and experience are appropriate for the tasks to which they are allocated.
- 9.2 The Licensee acknowledges and agrees that it is the responsibility of the Licensee to ensure that the facilities and equipment described in the Specification meet its requirements.
- 9.3 Except as expressly stated in this Agreement, no warranty, condition,

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undertaking or term
satisfactory quality,
of the Licensed Pro
all such warranties,

9.4 The Licensee agree
with any warranty in
conformance (either
reasonable opinion
Licensor will refund
in which the servi
whereupon this Agr

9.5 The Licensor does
Licensor shall use i
Errors are replicab
bypass around such

9.6 The Licensee must
the above warrantie
any event within 3 n

10. Liability

10.1 The Licensor shall
liability, third-party
insurance cover in
Agreement, such c
insurance company
the relevant certific
policies remain in
commercial efforts t

10.2 The Licensor shall i
by the negligence o
duties under this Ag
this Agreement.

10.3 The Licensor will
property caused by
performance of thei
supplied pursuant t
clause shall be limi
events.

10.4 Save in respect o
Licensor's negligenc
resulting from loss
loss of anticipated s
for any damages th
omission of the
foreseeable or actu

10.5 Except as provided
tangible property, th
Agreement or other
additional cost of r
damages only and v

statutory or otherwise, as to the
ability to achieve a particular result,
or assumed by the Licensor, and
and terms are excluded.

in respect of any non-conformance
the Licensor will remedy such non-
third party) and if, in the Licensor's
remedy such non-conformance, the
[Maintenance Charge] for the year
such claim, were supplied, if paid,
terminate.

Errors can and will be corrected. The
Errors to correct Errors so long as the
to provide a software patch; or to

Licensor of any non-conformance to
the remedy stated above, and in

Agreement, maintain employer's
ity and professional negligence
ising out of or connected with this
value of £1,000,000 and with an
shall on request supply copies of
the Licensee as evidence that such
undertakes to use reasonable
such insurance policies.

for personal injury or death caused
in connection with the performance of their
any product supplied pursuant to

for direct damage to tangible
employees in connection with the
ment or by defects in any product
Licensor's total liability under this
one event or series of connected

personal injury arising from the
Licensor be liable for any damages
(including corruption), lost profits,
opportunity, loss of goodwill, nor
secondary consequence of any act or
such damages were reasonably

personal injury, death and damage to
liability to the Licensee under this
soever (whether in the form of the
otherwise) will be for direct costs and
er of:

12.2 The Licensee shall have reasonable access to the Licensee's reasonable assistance, to, providing sample

with reasonable direct and remote software and shall provide such request, including, but not limited to, the following information:

13. Confidential Information

13.1 The Licensee under the terms of this Agreement shall not use the Licensed Program for any purpose or information conveyed by the Licensed Program (collectively referred to as the "Licensed Program")

Initial and keep secret the payment
on contained or embodied in the
location and all Documentation and/
respect of the Supported Software

13.2 The Licensee shall
divulge, any part of

written consent of the Licensor
person except:

13.2.1 the Licensee's
need to know

hen only to those employees who

13.2.2 the Licensee
bodies havin
Licensee, and

HMRC and any other persons or
ation to know the business of the
e of such right, duty or obligation;

13.2.3 any person
maintain any
time being u
only to the
maintain sud

ing appointed by the Licensee to
the Licensed Programs are for the
(the terms of the Licence) and then
enable such person to properly

13.3 The Licensee under clause 13.2 are not to disclose any Information, that the Licensee has received in confidence to the Licensee, or to any third party, or suffer any loss or damage to the Licensee failing to do so.

Persons and bodies mentioned in the disclosure of any part of the [redacted], and that they owe a duty of [redacted] shall indemnify the Licensor against [redacted] sustain or incur as a result of the [redacted] taking.

13.4 The Licensee shall not be liable for any breach of confidentiality or disclosure of any part of the Information in connection with any such person for breach of confidentiality or disclosure of any part of the Information.

ensor if it becomes aware of any
the Licensee divulges all or any
ensor all reasonable assistance in
e Licensor may institute against

13.5 The foregoing obligation shall have no effect notwithstanding

lity shall remain in full force and
Licence or this Agreement.

14. Security and Control

The Licensee shall during the term of the license

ence:

14.1 effect and maintain
Program Materials f

measures to safeguard the Licensed
by unauthorised person;

14.2 retain the License
Licensee's effective

and all copies thereof under the

14.3 maintain a full and a
the Licensed Program
on request from time

Licensee's copying and disclosure of
produce such record to the Licensor

14.4 comply with all reasonable

the Licensor with regard to the use

of the Licensed
implementation of
specified operating
provide from time to

including, without limitation, the
d Programs, third party software,
hardware which the Licensor may

15. Termination

15.1 The Licensee may
days' prior written n

t at any time by giving at least 90

15.2 The Licensor may
writing to the Licens

ent forthwith on giving notice in

15.2.1 the Licensee
Agreement &
shall have fa
from the Lic
contain a wa

s breach of any term of this
each capable of being remedied)
or the receipt of a request in writing
remedy the breach (such request to
attention to terminate); or

15.2.2 the Licensee
Program Ma

cludes the use of the Licensed

15.3 Forthwith upon the
the Licensor and th
subject to the Supp
shall terminate in th

ement, any licence made between
to any software or other materials
e supplied under this Agreement,
y such licence agreement.

15.4 Any termination of
any accrued rights o
force or the continu
by implication inter
termination.

ever occasioned) shall not affect
, nor shall it affect the coming into
vision hereof which is expressly or
continue in force on or after such

15.5 If the Licensor term
Licensee shall not
Maintenance Charg

pursuant to clause 15.2, then the
nd of the [Support Fee and the
t has been paid.

16. Alterations

The Licensee undertakes r
Program Materials in any v
Licensed Programs to be
programs.

whole or any part of the Licensed
permit the whole or any part of the
come incorporated in, any other

17. Training

17.1 The Licensor unde
Programs for the sta

ing in the use of the Licensed
out in Schedule 6.

17.2 Any additional train
Licensor in accorda
force.

Licensee shall be provided by the
ale of charges from time to time in

18. Documentation

The Licensor shall provid
Documentation containing

e.g. 2>> copies of a set of the
to enable proper use of all the

facilities and functions set
copies of the Documentat
Licensor in accordance with

1. If the Licensee requires further
obtained under licence from the
charges from time to time in force.

19. Licensee's Confidential Information

19.1 The Licensor shall
Program Materials
Licensee's prior written

the Licensee as a licensee of the
publicity materials, subject to the
publicity document.

19.2 Subject to clause
information supplied
designated as confidential, provided
confidential, provided
was rightfully in the
the negotiations leading
knowledge or become
breach of this clause
information to any person
employees who need
employees are aware
foregoing obligations
Agreement.

Licensor shall treat as confidential all
under this Agreement which is
, or which is by its nature clearly
not extend to any information which
Licensor prior to the commencement of
ent, or which is already public
(otherwise than as a result of a
shall not divulge any confidential
employees, and then only to those
The Licensor shall ensure that its
the provisions of this clause. The
termination of the Licence or this

20. Data Protection

20.1 The parties undertake
Legislation and any
provisions and obligations

provisions of the Data Protection
insofar as the same relates to the

20.2 For complete details
retention of personal data
[available from <<insert date>>]

collection, processing, storage, and
to the Licensor's Privacy Notice,
attached in Schedule 8].

20.3 For complete details
retention of personal data
[available from <<insert date>>]

collection, processing, storage, and
to the Licensee's Privacy Notice,
attached in Schedule 8].

21. [Data Processing]

21.1 In this clause 21,
'processor', and 'personal data'
Article 4 of the UK GDPR

'data subject', 'data controller', 'data
all have the meaning defined in

21.2 [Any and all personal data
Licensee under this Agreement
terms of the Data Protection
<<insert date>> [published in

processed by the Licensor on behalf of the
processed in accordance with the
entered into by the parties on
[.]

OR

21.2 [The parties hereby
protection requirements
21 shall not relieve
Protection Legislation
obligations.

both comply with all applicable data
Protection Legislation. This clause
obligations set out in the Data
move or replace any of those

- 21.3 For the purposes of this clause 21, the Licensee is the 'Data Controller' and for this clause 21, the Licensor is the 'Data Processor'.
- 21.4 The type(s) of personal data, the nature and purpose of the processing, and the geographical areas to which the processing applies are set out in Schedule 7.
- 21.5 The Data Controller shall ensure that all necessary consents and notices required by applicable law are in place all necessary consents and notices required by applicable law for the transfer of personal data to the Data Processor for the purposes of this Agreement.
- 21.6 The Data Processor shall ensure that all personal data processed by it in accordance with the instructions under this Agreement:
- 21.6.1 process the personal data in accordance with the written instructions of the Data Controller and shall not be otherwise required to process personal data unless the Data Processor shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;
- 21.6.2 ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unauthorized access, disclosure, alteration, destruction, damage or loss, (b) are designed to protect the personal data from potential harm, (c) are proportionate to the risks, taking into account the nature of the data, the sensitivity of the data, the volume of the data and the cost of implementing those measures, and (d) are set out in Schedule 7;
- 21.6.3 ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to use the personal data only for the purposes for which it is processed;
- 21.6.4 not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- the Data Processor has/have been approved by the Data Controller for the transfer of personal data;
 - the Data Processor has/have enforceable rights and effective remedies in place to enforce its obligations with its obligations under the Data Protection Act 1998 and to ensure an adequate level of protection of the personal data to be transferred; and
 - the Data Processor has/have been given written instructions by the Data Controller with respect to the transfer of the personal data.
- 21.6.5 assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Act 1998 with respect to security, breach notifications, data subject rights and consultations with supervisory authorities or the Information Commissioner's Office;
- 21.6.6 notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;
- 21.6.7 on the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller and destroy the relevant services and/or on

	termination retain any of		applicable, unless it is required to ; and
	21.6.8 maintain con technical an demonstrate the Data Co		ords of all processing activities and ures implemented necessary to ause 21 and to allow for audits by designated by the Data Controller.
21.7	[The Data Process to the processing of		any of its obligations with respect s clause 21.]
	OR		
21.7	[The Data Process contractor with resp without the prior writ unreasonably withh appoints a sub-cont		t any of its obligations to a sub- personal data under this clause 21 Controller (such consent not to be e event that the Data Processor or shall:
	21.7.1 enter into a impose upon upon the Da the Data P obligations; &		n the sub-contractor, which shall same obligations as are imposed se 21 and which shall permit both ta Controller to enforce those
	21.7.2 ensure that that agreem		lies fully with its obligations under on Legislation.]
21.8	Either party may, at days'>> notice, alt processing clauses scheme. Such term this Agreement.]]		t <<insert period, e.g. 30 calendar acing it with any applicable data n part of an applicable certification e this clause 21 by attachment to
22.	Remote Access		
	If the Licensor has remote course of performing its ob this clause 22 shall apply a		the Licensee's Equipment in the ement, the following provisions of
22.1	will		
	22.1.1 only use a approval not		approved by the Licensee (such held or delayed);
	22.1.2 provide the remote acce which the in		of each individual who will have quipment and the phone number at during remote access;
	22.1.3 [ensure that the Licensee any other t Equipment;]		its personnel to remotely access ultaneously access the Internet or le logged on to the Licensee's
22.2	further warrants an Licensee's Equipm protected from all t 7x24 administrative Computer Security determined by the l ongoing connection		nnel will not remotely access the computer unless the network is a firewall that is maintained by a t be certified by the International or an equivalent certification as on to the Licensee's network is an

22.3 will restrict remote training systems and access to the Licensee unless the parties have agreed in writing that such access is to take place and the Licensee shall report in writing when such access takes place and actions taken during such access.

23. Interpretation

23.1 In this Agreement unless the context requires:

23.1.1 words importing every gender;

23.1.2 words importing the plural number and vice versa;

23.1.3 words importing firms, companies and corporations and vice versa;

23.1.4 references to a clause are references to the relevant clause of this Agreement;

23.1.5 reference in a clause to numbered paragraphs of that schedule;

23.1.6 the heading of a clause of this Agreement is not to be construed as limiting the scope of that clause;

23.1.7 any reference to an enactment includes reference to that enactment as amended or as replaced by subsequent legislation or

23.1.8 any obligation to do or omit to do anything is to be construed as including an obligation to ensure that the thing to be done or omitted to be done is done.

23.1.9 any party who is bound by an obligation if that obligation is done.

23.2 In the case of conflict between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

24. Relationship of the Parties

This Agreement shall not create a partnership, joint venture, agency, fiduciary relationship or any other relationship other than the contractual relationship expressed in this Agreement.

25. Amendments

This Agreement may not be amended, varied or modified by a duly authorised officer of the parties to this Agreement.

to only the Licensee's test and/or shall entitle the Licensor to have a copy of the Licensed Programs in writing that such access is to take confirmation of the date on which or shall report in writing when such and actions taken during such

se requires:

every gender;

er include the plural number and

ms, companies and corporations

d schedules are references to the Agreement;

reement to numbered paragraphs of that schedule;

chedules and paragraphs of this station;

les reference to that enactment as o time and to any subordinate t enactment;

do or omit to do anything is to t thing to be done or omitted to be

hing will be deemed to fulfil that is done.

en any provision contained in the contained in any Schedule, the take precedence.

partnership, joint venture, agency, een the parties other than the s Agreement.

ged, supplemented, interpreted, by an instrument in writing signed n of the parties to this Agreement.

26. **Announcements**

No party shall issue or make any statement or disclosure regarding this Agreement, or any of its terms, to any other party.

27. **Assignment**

27.1 This Agreement is not assignable, neither this Agreement nor the obligations assigned by either party.

27.2 Notwithstanding the foregoing, the acquirer of all, or of a substantial part of the business relating to this Agreement, controlled by, that party may assign this Agreement. Any attempt to assign this Agreement, in violation of this clause will be void and without effect.

28. **Entire Agreement**

This Agreement supersedes all previous agreements between the parties and [including the Agreement referenced in clause 21.2,] constitutes the entire agreement between the parties subject matter of this Agreement. This Agreement, together with any pre-existing non-disclosure agreements, shall be in full force and effect insofar as there is no conflict between the provisions of this Agreement and those incorporated into this Agreement on the date of its execution.

29. **Force Majeure**

[Neither party shall have any liability for any delays in performance of this Agreement for any delays caused by circumstances beyond the reasonable control of that party. If such circumstances continue for a period of more than <<e.g. 6 months>>, either party may terminate this Agreement.]

OR

[Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delay in performance of this Agreement caused by circumstances beyond the reasonable control (including without limitation any delay caused by any circumstances beyond the reasonable control of that party) provided however that any delay by a sub-contractor of the party so delaying shall not relieve the party from liability for delay if such delay is beyond the reasonable control of the party so delaying promptly notifying the other party in writing (within a reasonable period of the delay), the performance of the sub-contractor or supplier shall be suspended during the period that the said circumstances continue and such party shall be granted an extension of time for performance of the sub-contractor or supplier of the delay. Save where such delay is caused by the act or omission of the party, the rights, remedies and liabilities of the party shall be conferred and imposed by the other terms of this Agreement.]

29.1 any costs arising from the termination of this Agreement shall be borne by the party incurring the

ment or disclose any information regarding this Agreement, or any of its terms, to any other party.

and, subject to clause 27.2 below, the rights, remedies and liabilities of the party shall be conferred and imposed by the other terms of this Agreement.]

may assign this Agreement to any person or entity, whether or not a party's equity securities, assets or liabilities, or to any entity under common control with, a party to this Agreement. Any attempt to assign this Agreement, in violation of this clause will be void and without effect.

arrangements and undertakings in connection with the processing Agreement referenced in clause 21.2,] constitutes the entire agreement between the parties subject matter of this Agreement. This Agreement, together with any pre-existing non-disclosure agreements, shall be in full force and effect insofar as there is no conflict between the provisions of this Agreement and those incorporated into this Agreement on the date of its execution.

deemed to be in breach of this Agreement for any delays caused by circumstances beyond the reasonable control of that party. If such circumstances continue for a period of more than <<e.g. 6 months>>, either party may terminate this Agreement.]

Agreement, neither party shall be liable for any delay in performance of this Agreement caused by circumstances beyond the reasonable control (including without limitation any delay caused by any circumstances beyond the reasonable control of that party) provided however that any delay by a sub-contractor of the party so delaying shall not relieve the party from liability for delay if such delay is beyond the reasonable control of the party so delaying promptly notifying the other party in writing (within a reasonable period of the delay), the performance of the sub-contractor or supplier shall be suspended during the period that the said circumstances continue and such party shall be granted an extension of time for performance of the sub-contractor or supplier of the delay. Save where such delay is caused by the act or omission of the party, the rights, remedies and liabilities of the party shall be conferred and imposed by the other terms of this Agreement.]

borne by the party incurring the

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same;

- 29.2 either party may, if, for more than 10 weeks, terminate this Agreement forthwith, giving to the other by reason of such termination save that the Developer shall pay to the other by the Developer a reasonable sum in respect of any work done by the other prior to such termination and for that purpose the Customer shall refund to the Developer a reasonable sum from any amounts previously paid by the Customer to the Developer (the balance (if any) of which shall be refunded to the Customer by way of deposit or otherwise).]

30. Notices

- 30.1 All notices under this Agreement shall be in writing.
- 30.2 Notices shall be deemed to have been given:
- 30.2.1 when delivered to the addressee by a courier or other messenger (including during out of business hours of the recipient; or
- 30.2.2 when sent, if by post, by registered mail and a successful transmission report or return receipt is received; or
- 30.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or
- 30.2.4 on the tenth business day after mailing, if mailed by airmail, if the addressee has not indicated otherwise.
- in each case addressed to the addressee at the address, e-mail address, or facsimile number notified to the other party in writing.

31. Schedules

The provisions of Schedule 1 [and Schedule 2] shall form part of this Agreement as if set out here.

32. Severance

If any provision of this Agreement is held by law or judged by a court to be unlawful, void or unenforceable, that provision shall, to the extent required, be severed from this Agreement and the remaining provisions of the Agreement shall remain in full force and effect, and the severance shall not in any way affect any other provisions of this Agreement.

33. Successors and Assignees

- 33.1 This Agreement shall bind the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include references to a person:
- 33.2 In this Agreement references to a party shall include references to a person:
- 33.2.1 who for the purposes of this Agreement (by assignment, novation or otherwise) to whom the rights and obligations under this Agreement (or any interest in those rights) have been transferred; or
- 33.2.2 who, as administrator or otherwise, is entitled to exercise those rights;

and in particular the
any interest in those
division, reconstruction
purpose, reference
similar rights to what
novation of this Agreement

a person to whom those rights (or
or pass as a result of a merger,
involving that party. For this
under this Agreement include any
comes entitled as a result of a

34. **Waiver**

No delay, neglect or forbearance by either party in enforcing against the other party any term or condition of this Agreement shall constitute a waiver or in any way preclude the exercise of any right, power or remedy in this Agreement. No right is exclusive of any other right.

either party in enforcing against the other party shall either be or be deemed to be waived by either party under this Agreement. No right is exclusive of any other right available to that party.

35. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

of counterparts or duplicates, each of which shall be an original and all of which together shall constitute one and the same agreement.

36. **Time of the Essence**

Time shall be of the essence of this Agreement only in those instances where it is specifically mentioned in this agreement or in any amendment or agreement in writing between the parties.

regards any time, date or period of performance, it shall not be constituted as a time, date or period by this Agreement.

37. **Sub-contracting**

[Subject to the provisions of this Agreement, the Licensee (such consent of the Licensor) may perform any or all of its obligations under this Agreement through agents or sub-contractors, provided that the Licensee shall indemnify the Licensor for any loss or damage arising from any act or omission of such agents or sub-contractors.

[With] the prior written consent of the Licensor (which may be withheld or delayed) the Licensor may perform any or all of its obligations under this Agreement through agents or sub-contractors, provided that the Licensor shall be liable for such performance and shall indemnify the Licensee for any loss or damage suffered by the Licensee or its sub-contractors.

38. **Language**

This Agreement is made in English and the English version shall prevail in the event of any conflict in the meaning between the English version and any translation of it in any other language.

language. If there is any conflict in the meaning between the English version of this Agreement and any version or translation of it in any other language, the English version shall prevail.

39. **Costs and Expenses**

Subject to any express provision to the contrary, each party shall bear its own legal costs and other costs and expenses incurred in connection with the drafting, negotiation, execution and performance of this Agreement.

each party shall bear its own legal costs and other costs and expenses incurred in connection with the drafting, negotiation, execution and performance of this Agreement.

40. **Set-off**

Where either party has incurred a claim against the other party, whether under this Agreement or otherwise, and the claim is liquidated or unliquidated, each party shall set off the claim against any claim it may have against the other party.

the other party, whether under this Agreement or otherwise, and the claim is liquidated or unliquidated, each party shall set off the claim against any claim it may have against the other party.

party may set off the amount due to the other party under

any sum that would otherwise be

41. **Third Parties**

The parties confirm their irrevocable and exclusive rights on any third parties (Rights of Third Parties) Act 1999.

in clause 10.7) not to confer any benefit and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

42. **Proper Law and Jurisdiction**

42.1 This Agreement and any dispute arising from it and any dispute resolutions shall be governed by and construed in accordance with English law notwithstanding any provisions and other mandatory provisions of any law.

from it and any dispute resolutions shall be governed by and construed in accordance with English law notwithstanding any provisions and other mandatory provisions of any law.

42.1.1 the Licensor shall have the right to sue to recover its fees in any jurisdiction in which it operates or has assets; and

to sue to recover its fees in any jurisdiction in which it operates or has assets; and

42.1.2 the Licensor shall have the right to sue for breach of its intellectual property rights (including but not limited to 'IPR') (whether in the country where the breach takes place or otherwise) in any country where the breach is taking place. For the avoidance of doubt, the parties to be bound by this Agreement is agreed by the parties to be

sue for breach of its intellectual property information and trade secrets (including but not limited to 'IPR') (whether in the country where the breach is taking place or otherwise) in any country where the breach is taking place. For the avoidance of doubt, the parties to be bound by this Agreement is agreed by the parties to be

42.2 Each party recognizes and agrees that its business relies upon the protection of its IPR. In the event of a breach or threatened breach of IPR, the other party may therefore be entitled to such other party may therefore be entitled to prevent a breach or threatened breach of IPR.

party's business relies upon the protection of its IPR. In the event of a breach or threatened breach of IPR, the other party may therefore be entitled to such other party may therefore be entitled to prevent a breach or threatened breach of IPR.

42.3 With respect to all disputes arising from or in connection with clauses 42.1 and 42.2, the aggrieved party shall notify the other party in writing in detail as possible of the nature of the dispute and the corrective action to be taken by the respective parties. The parties shall meet in person or by telephone within 5 business days of the date of the dispute cannot be resolved by the agreed upon corrective action, either party shall be entitled to seek such other remedies as provided below.

are not IPR related pursuant to the following rules, the following procedures in the event of a dispute, the aggrieved party shall notify the other party in detail as possible of the nature of the dispute and the corrective action to be taken by the respective parties. The parties shall meet in person or by telephone within 5 business days of the date of the dispute cannot be resolved by the agreed upon corrective action, either party shall be entitled to seek such other remedies as provided below.

42.4 If the parties cannot resolve the dispute within 5 business days of the date of the dispute cannot be resolved by the agreed upon corrective action, either party shall be entitled to seek such other remedies as provided below.

accordance with the procedure in the assistance of the Centre for Effective Dispute Resolution ('ADR') to seek to resolve the dispute or to pursue any other remedies available to them. If the parties agree to or participate in the

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ADR procedure or the satisfaction of both parties the matter shall be settled.

te or difference is not resolved to 90>> days after it has arisen, the procedure below.

42.5 If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably confer exclusive jurisdiction of the courts of England and Wales for hearing and determining any dispute arising out of this Agreement.

the procedure set out above, the parties shall confer exclusive jurisdiction of the courts of England and Wales for hearing and determining any dispute arising out of this Agreement.

42.6 [While the dispute resolution process is in progress and any party has an obligation to the other party or to allow a credit in respect of such payment to the matter in dispute shall be paid into an interest bearing account to be held in the names of the relevant parties at the discretion of the mediator. Such payment shall be a good discharge of the payment under this Agreement. Following resolution of the dispute by mediation or legal proceedings, the sum held in such account shall be determined in accordance with the mediation or legal proceedings, the sum determined in accordance with the mediation or legal proceedings shall be allocated between the parties in the split of the principal sum as determined in accordance with the mediation or legal proceedings.

ove is in progress and any party has an obligation to the other party or to allow a credit in respect of such payment to the matter in dispute shall be paid into an interest bearing account to be held in the names of the relevant parties at the discretion of the mediator. Such payment shall be a good discharge of the payment under this Agreement. Following resolution of the dispute by mediation or legal proceedings, the sum held in such account shall be determined in accordance with the mediation or legal proceedings, the sum determined in accordance with the mediation or legal proceedings shall be allocated between the parties in the split of the principal sum as determined in accordance with the mediation or legal proceedings.

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IN WITNESS WHEREOF this Agreement is
before written

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Licensor Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Licensee Name>>

In the presence of
<<Name & Address of Witness>>

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executed the day and year first

TR.IT.03 Software Support and

This is software that provides facilities for the management of staff, staff expenses and pension administration>>

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1. Hardware

<<Insert Details>>

2. Operating System

<<Insert Details>>

3. Third Party Software

Supplier

<<Insert Details>>

Name

<<Insert Details>>

Version

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Annual Licence Fees	
For first 12 months	
On signature	£
On delivery	£
After first 12 months	
At start of each period	[£] of licences purchased]
Training:	<<Insert
Additional charges as per the te	
On invoice	£ p

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[<<insert details>>] OR [such other information as may be used by the Licensee.]

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<<insert details>>

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- 1 The Licensor will at no additional cost provide up to <<..>> day's training and in connection with the first
- 2 Training will thereafter be provided at the rate specified in Schedule 3.
- 3 The Licensor will also provide the first 5 days to assist users, set up data and integrate software

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1. Data Processing

Scope

<<Insert description of the scope of the processing to be carried out>>.

Nature

<<Insert description of the nature of the processing to be carried out>>.

Purpose

<<Insert description of the purpose of the processing to be carried out>>.

Duration

<<Insert details of the duration of the processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 21.6.2>>.

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Licensor's Privacy Notice

<<Insert a copy of the Licensor's Privacy Notice

Licensee's Privacy Notice

<<Insert a copy of the Licensee's Privacy Notice

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