DATED

SOFTWARE MAINTENANCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Client>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Client") and
- (2) <<Name of Service Provider>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Service Provider")

WHEREAS:

- (1) The Service Provider is engaged in the business of maintaining and servicing computer software.
- (2) The Client wishes to procure software maintenance services from the Service Provider and the Service Provider agrees to provide software maintenance services under the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Confidential Information"	means all business, technical, financial or other information created by a Party to this Agreement or exchanged between the Parties in either case throughout the Term of this Agreement;
"Defect"	means any material difference between the actual performance, utility and functionality of the Software and that which can be reasonably expected based upon the manufacturer's description of the software, taking into account the specifications of the relevant computer systems;
"Services"	means the software maintenance services to be provided to the Client by the Service Provider as defined at Clause 4 of this Agreement;
"Service Fee"	means a fixed sum to be paid monthly by the Client to the Service Provider as set out in Clause 3 of this Agreement;
"Sites"	means the locations at which the Service Provider shall provide the Services as set out in Schedule 2.

"Software"

means Agreer

supplie Service

"Software Licence"

means softwa restrict

- 1.2 Unless the context otherwise
 - 1.2.1 "writing", and any c communication effe similar means;
 - 1.2.2 a statute or a provis provision as amende
 - 1.2.3 "this Agreement" is Schedules as amend
 - 1.2.4 a Schedule is a sche
 - 1.2.5 a Clause or paragra (other than the Sche
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s

2. Term

- 2.1 The Service Provider will possible control of the Service Provider will possible control of the Service Provider will possible control of the Service Provider will provide the Service Provider Provider Will provide the Service Provider P
- 2.2 The Term may be renewed this Agreement for a further Parties so agree in a docum

3. Fees and Payment

- 3.1 The Service Provider will in £<< >> for each month on month.
- 3.2 The Client will pay the Servi on the <<e.g. 1st>> day of of the Service Provider's provide the Services.
- 3.3 The Service Provider will, or invoice the Client for such price payable by the Client to be << >>% above the VAT

ed in Schedule 1 of this replacement software er in their provision of the

on accompanying t permissions, rights and of that software.

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time;

eement and each of the ne relevant time;

and

Clause of this Agreement the relevant Schedule.

ience only and shall have

e plural and vice versa.

der.

e Client at the Sites from
) unless and until earlier
ment

conditions as set out in onths] OR [years] if both

ice for the Service Fee of rd>> day of the previous

byider monthly in advance the Term in consideration 2 of this Agreement to

ew Software to the Client, ded tax ("VAT") exclusive or any such Software shall e Service Provider has to pay for such Software. The invoice date.

- 3.4 The Service Provider will so the Client's address set ou unless otherwise agreed by
- All sums specified in this expressly stated otherwise.

4. Services

- 4.1 The Services shall be deem
 - 4.1.1 Installation of Software Client at the Site(s), and company-owned
 - 4.1.2 Corrections of Defe ensure operation documentation relevance permitted under the Software;
 - 4.1.3 Analysis of Softwar other relevant infor remedial action in rel
 - 4.1.4 Periodic updates of \$
 - 4.1.5 Installation of new v sole discretion of the
- 4.2 The Service Provider shall accordance with prevailing to
- 4.3 Where any Software is unawarise to the need for the Servenecessarily gives rise to sure reasonable endeavours to confibution if it does not do so reasonable endeavours to describe the server is unaware.
- 4.4 [Where, as provided by s Service Provider shall promphas completed the relevant solution performs all essent not to exceed those provided
- 4.5 Where the nature of the Se on-demand basis (rather the Provider shall provide the Second of Idays) of receipt of notice from
- 4.6 This Agreement shall not the Software that the Client material party) during the Term. Extended shall occur only by agreement an increase in the Service Service Provider.

ices within 30 days of the

class post to the Client at page of this Agreement

sive of any VAT unless

g:

outers as directed by the ude servers, workstations

at may be necessary to parameters set out in ided such corrections are Licence relating to that

nessages, upgrades and e preventative and / or

h installation to be at the

a timely manner and in stry.

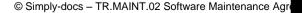
or failure of it which gives ying out of those Services ervice Provider shall use d within <<e.g. 8>> hours, ther or not it has used all then apply]

-Clause 4.4 applies, the vorkaround solution until it nd it will ensure that such the Client, such functions Software].

h work takes place on an Juled basis), the Service time period>> [hours] OR ervices are required.

y to cover any additional ervice Provider or a third cover such new Software Parties and may result in g at the discretion of the





- 4.7 Under no circumstances sh may result in the infringeme not be limited to the unauth of multiple copies of Softw relevant Software Licence.
- 4.8 The following are express Provider shall only underta Client:
 - 4.8.1 Rectification of Def unofficial upgrades;
 - 4.8.2 Rectification of Defe or reinstalled by the approval of the Servi
 - 4.8.3 Installation and main
 - 4.8.4 Rectification of Defection other pre-release sof
 - 4.8.5 Data recovery servic
 - 4.8.6 Installation and mair is not owned by the (

5. Client's Obligations

- 5.1 The Client will enable the during which the Service Proprovide the Services. Such a infrastructure and outlets, facilities which the Service F
- 5.2 The Client will provide the S problems that require remed form provided by the Servic such a form that clearly sets details to include any specifi
- 5.3 The Client will take all reaso of the Service Provider's em of the Sites.

6. Service Provider's Obligations

- 6.1 The Service Provider will [does not:
 - 6.1.1 Create any unsafe or
 - 6.1.2 Materially interfere lighting, electrical in safety systems or se
 - 6.1.3 Impose any expens operation of the Sites
- 6.2 The Service Provider will im

undertake any work that such work to include, but ftware and the installation quantity permitted by the

ervices and the Service and at extra cost to the

ed by the installation of

been modified, installed,without the prior written

ore-release software;

the installation of beta or

computer equipment that

ess the Sites at all times as such access in order to of and access to electrical ephones and any other res.

iled reports of any and all uch reports shall be in the such form is specified, in ating to the problem, such ervice Provider.

tect the health and safety contractors while on any

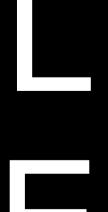
avours to] ensure that it

the Sites;

ation of HVAC systems, fire protection systems, s; or

nnection with its use or

t of:



6.2.1 Any damage or destr

6.2.2 Any injury to any per resulting from the performa sub-contractors or their resp

r personal; and

the Service Provider, its

7. Warranty

- 7.1 The Service Provider warra this Agreement will be carrie whose qualifications and ex they are allocated.
- 7.2 Except as expressly provi undertaking or term, expre satisfactory quality, fitness f of the Services is given or warranties, conditions, unde
- 7.3 The Client agrees that its so any warranty or other provis will remedy such non-conformance and if, in the Service Provisuch non-conformance, the the month in which the Service paid [, whereupon this Agree [].
- 7.4 The Service Provider does corrected but the Service correct problems so long identifiable by the Service P
- 7.5 The Client must promptly not to the above warranties in Clause 7.3, and in any even

 Services supplied under are and skill by personnel ate for the tasks to which

no warranty, condition, or otherwise, as to the chieve a particular result, be Provider, and all such ereby excluded.

iny non-conformance with that the Service Provider or through a third party) n, it is unable to remedy fund the Service Fee for h claim, were supplied, if erminate.1

roblems can and will be asonable endeavours to replicable or otherwise

of any non-conformance e remedy set out in sub-

8. Liability

- 8.1 [The Service Provider will employer's liability, third provider insurance cover connected with this Agreed £<<e.g. 1,000,000>> and will provider shall on request insurance to the Client as Service Provider undertaked claims under such insurance
- 8.2 The Service Provider will i caused by the Service performance of the Servic Software or other product s Agreement.
- 8.3 The Service Provider will in property caused by the Ser

his Agreement, maintain liability and professional bilities arising out of or to a minimum value of ny of repute. The Service relevant certificates of pies remain in force. The nmercial efforts to pursue

personal injury or death in connection with the nt or by defects in any Provider pursuant to this

direct damage to tangible ce in connection with the

performance of the Service Software or other product of Agreement. The Service Prolimited to £<<e.g. 500,000>>

- 8.4 In no event will the Service any express term of this Ag condition or other term, or a negligence or other duty at o
 - 8.4.1 loss of or damage to
 - 8.4.2 loss of use of data;
 - 8.4.3 loss of use of Softwa
 - 8.4.4 interruption to busine
 - 8.4.5 loss of income or rev
 - 8.4.6 loss of profit, contract
 - 8.4.7 loss of anticipated sa
 - 8.4.8 any indirect, special or other claims, whe or actually foreseen

arising from any act or omis performance of its obligation

- 8.5 Except as provided above in tangible property, and below Service Provider's maximula otherwise for any cause what of remedial services or otherwise.
 - 8.5.1 [the sum for which insurance cover purs
 - 8.5.2 a sum equivalent to Service Provider for the subject of the C same amount for necessarily incurred and/or services.
- 8.6 The Parties acknowledge Clause 8 are reasonable in
- 8.7 These limitations shall apple form of action, whether und or any other form of action.
- 8.8 Nothing in this Agreement Provider's liability for death negligence, or for fraud Provider.
- 8.9 For the purposes of this cla sub-contractors and supplie
- 8.10 The employees, sub-contract have the benefit of the limit

nt or by defects in any Provider pursuant to this this sub-Clause shall be ries of connected events.

son of any breach by it of t of any implied warranty, misrepresentation, or any

oportunity, or goodwill;

damage, costs, expenses e reasonably foreseeable

der in connection with the

ury, death and damage to ent misrepresentation, the under this Agreement or form of the additional cost e greater of:

carries comprehensive

the point of claim to the prother products that are ges limited to 25% of the directly, reasonably and ning alternative products

tations contained in this tances.

II apply regardless of the tort, including negligence,

clude or limit the Service by the Service Provider's entation by the Service

- r' includes its employees,
- Service Provider shall all ity set out above in terms

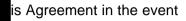
of the Contracts (Rights of T

9. **Termination**

- 9.1 The Service Provider shall be that:
 - 9.1.1 The Client fails to p period exceeding << so following the exp requesting such payr
 - 9.1.2 The Client demands and which are not co
- 9.2 The Client shall be entitled t
 - 9.2.1 The Service Provide within a period of <- Services to the Clienterms of this Agreem
 - 9.2.2 The Service Provide computer systems ar
- 9.3 Either Party has the right to
 - 9.3.1 commits a material capable of remedy, in the be exercisable if the 14 days after a writte
 - 9.3.2 goes into bankruptcy for the purposes amalgamation) or if any part of its assets
- 9.4 In the event of termination required under this Agreement
- 9.5 Any and all obligations of th continue beyond the termin shall survive termination und

10. Confidentiality

- 10.1 Each Party undertakes tha authorised in writing by th continuance of this Agreem relation to Confidential Infor
 - 10.1.1 keep confidential all
 - 10.1.2 not disclose any of the
 - 10.1.3 not use any of that 0 as contemplated by a
 - 10.1.4 not make any copies any of that Confident



he Service Provider for a and fails or refuses to do rom the Service Provider or

form part of the Services

nt in the event that:

>> consecutive occasions ns to render the required d in accordance with the

re, damaging the Client's ent.

immediately if the other:

nt, unless such breach is terminate immediately will remedy the breach within

ntary or compulsory (save prate reconstruction or n respect of the whole or

the Client, all payments immediately payable.

kpressly or by their nature piration of this Agreement

y sub-Clause 10.2 or as at all times during the rs] after its termination, in

ion;

on to any other person;

or any purpose other than of this Agreement;

r part with possession of

10.1.5 ensure that none advisers does any a of the provisions of s

10.2 Either Party ("First Party") m

10.2.1 disclose any Confide

10.2.1.1 any sub-co

10.2.1.2 any govern

10.2.1.3 any emplo aforementi

to such extent only a this Agreement, or a First Party first infor Information is confid such body as is m employee or officer o other Party a written as practicable in the Information confiden the disclosure is made

10.2.2 use any Confidential disclose it to any oth this Agreement, or knowledge through r the First Party do Information which is

10.3 The provisions of this Clau their terms, notwithstanding

11. Notices

- 11.1 All notices under this Agreer
- 11.2 Notices shall be deemed to
 - 11.2.1 when delivered, if de recorded delivery materials or
 - 11.2.2 when sent, if transreport or return recei
 - 11.2.3 on the fifth busines ordinary mail, postag
 - 11.2.4 on the tenth busine postage prepaid.

in each case addressed to to the other Party.

, employees, agents or Party, would be a breach 1.4 above.

her Party to:

e First Party;

or regulatory body; or

st Party or of any of the

urposes contemplated by each case subject to the stion that the Confidential the the disclosure is to any 10.2.1.2 above or any ing and submitting to the son in question, as nearly to keep the Confidential or the purposes for which

Party for any purpose, or only that it is at the date of it date becomes, public provided that in doing so part of that Confidential

force in accordance with reement for any reason.

her messenger (including ss hours of the recipient;

successful transmission

g, if mailed by national

hg, if mailed by airmail,

or e-mail address notified

12. Relationship of Parties

Nothing in this Agreement shall cr relationship of principal and agent, Provider and the Client.

13. **Assignment**

Neither Party shall assign, transfer to any third party the benefit and/or consent of the other, such consent

14. Force Majeure

Neither Party to this Agreement she their obligations where such failure reasonable control of that Party. S failure, Internet Service Provider storms, earthquakes, acts of terrori event, whether or not similar to an control of the Party in question.

15. **Severance**

The Parties agree that, in the evaluation Agreement is found to be unlawful, other authority, that / those provision this Agreement and that the relense enforceable.

16. Entire Agreement

- 16.1 This Agreement contains the Parties and supers understandings or arrange Agreement.
- 16.2 Neither Party shall be entiarrangement not expressi representation made fraudul
- 16.3 Unless otherwise express Agreement may be varied of representatives of the Partie

17. No Waiver

No failure or delay by the Service Agreement means that it has waive of a breach of any provision of subsequent breach of the same or a create, a partnership, the pyee between the Service

other manner make over nt without the prior written withheld.

re or delay in performing cause that is beyond the are not limited to: power, civil unrest, fire, flood, nental action or any other is beyond the reasonable

of the provisions of this nforceable by any court or red from the remainder of nent shall be valid and

d understanding between or written agreements, subject matter of this

ement, understanding or reement, save for any

in this Agreement, this ed by the duly authorised

ny of its rights under this er by the Service Provider s that it will waive any

18. Non-Exclusivity

The relationship between the Parti exclusive. Both parties are free to e

19. [Dispute Resolution (ADR and Ar

- 19.1 The parties shall attempt to Agreement through negotiat have the authority to settle s
- 19.2 If negotiations under sub-Cl of receipt of a written invitat the dispute in good faith the ("ADR") procedure.
- 19.3 If the ADR procedure und within 28 days of the initial participate in the ADR proce either party.
- 19.4 The seat of the arbitration Wales. The arbitration sha Rules for Arbitration as ag parties are unable to agree either party may, upon givi President or Deputy Preside Arbitrators for the appoint decision on rules that may be
- 19.5 Nothing in this Clause 19 applying to a court for interir
- 19.6 The parties hereby agree th dispute resolution under this parties.

20. Law and Jurisdiction

- 20.1 This Agreement shall be govern
- 20.2 [Any dispute between the Pa exclusive jurisdiction of the

IN WITNESS WHEREOF this Agreement before written

SIGNED by

<<Name and Title of person signing for Clif for and on behalf of <<Client's Name>> is and shall remain nonhips with other parties.

ng out of or relating to this inted representatives who

the matter within 21 days ies will attempt to resolve native Dispute Resolution

s not resolve the matter or if either party will not e referred to arbitration by

3 shall be England and Arbitration Act 1996 and es. In the event that the the Rules for Arbitration, other party, apply to the the Chartered Institute of arbitrators and for any

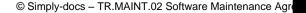
arty or its affiliates from

ome of the final method of final and binding on both

pland and Wales.

ement shall fall within the ales.]

ed the day and year first



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

SIGNED by

<<Name and Title of person signing for Se for and on behalf of <<Service Provider's N

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



Software <<Insert Details of Software>>

SC



Sites
<<Insert Details of Sites>>

