DATED << >>

- (1) <<Contractor>>
 - (2) <<Cli>ent>>

WEB SITE MAINTENANCE AGREEMENT

THIS WEB SITE MAINTENANCE AGREEMENT is dated << >> and made

BETWEEN:

- (1) << >> whose registered office is at << >> ("The Contractor");
- (2) << >> whose registered office is at << >> ("the Client").

RECITALS:

The Contractor has designed and developed for the Client an Internet web site for << >>, and has agreed to maintain the said web site upon the terms and conditions hereinafter contained.]

NOW IT IS HEREBY AGREED as follows:

1. Definitions

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

"the Performance Standards" means the performance standards to which the

Maintenance Services are to be performed as

described in Clause 5 and the Schedule;

"the Web Site" means the Client's web site referred to in the recital

above;

"the Program Materials" means the computer programs provided by the

Contractor to the Client which embody the design and structure of the Web Site, as amended or enhanced

from time to time;

"the Maintenance Services" means the maintenance services to be provided by the

Contractor pursuant to Clause 5 of this Agreement;

"the Maintenance Charge" means the periodic charge for the Maintenance

Services specified in the Schedule as increased from

time to time pursuant to Clause 3;

"the Commencement Date" means the date on which this Agreement shall become

effective as specified in the Schedule;

"the Initial Period" means the initial period of this Agreement as specified

in the Schedule.

2. Services to be performed

The Contractor hereby agrees to provide the Maintenance Services upon the terms and conditions hereinafter contained.

3. Payment

3.1. In consideration of the Maintenance Services the Client shall pay the

Maintenance Chard The Maintenance O shall be considered

- 3.2. Any charges payab Charge shall be pai invoice therefor.
- 3.3. The Contractor sha expiry of the Initial any change in the Client not less than notice is given, the from the date on wh notice of termination
- 3.4. The Price and any exclusive of Value in the manner for th
- 3.5. If any sum payable due date then (with the Contractor rese day basis (as well a payment thereof to rate of 2 per cent al force compounded Contractor.

4 Duration

This Agreement shall commence of Period and shall remain in force th the other not less than 6 months w Initial Period or at any time thereat

5 **Error Correction**

- If the Client shall dis 5.1 Web Site then the Contractor in writing Contractor (so far a defect or error.
- 5.2 Upon receipt of sud work on correcting Standards. If the C shall use all reason
- 5.3 The foregoing error
 - made by an

as specified in the Schedule. out prior demand and no payment eceived by the Contractor.

r in addition to the Maintenance receipt of the Contractor's

and from time to time after the intenance Charge to accord with le of charges by giving to the ice. Where and whenever such t to terminate this Agreement as y giving to the Supplier written efore such date.

le under this Agreement are paid by the Client at the rate and

not paid within 7 days after the ractor's other rights and remedies) terest on such sum on a day to nent) from the date or last date for nt (both dates inclusive) at the >> Bank plc from time to time in shall be paid on demand by the

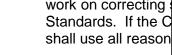
ate, shall continue for the Initial rminated by either party giving to n expiring on the last day of the earlier termination as provided

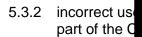
eration or presentation of the after such discovery notify the question and provide the a documented example of such

ent the Contractor shall begin cordance with the Performance an emergency the Contractor quest as quickly as possible.

not include service in respect of:

nodifications of the Web Site Contractor:





- 5.3.3 errors result supplied to t
- 5.4 The Contractor sha standard scale of cl by the Contractor:
 - 5.4.1 at the reque error correct sub-clause !
 - 5.4.2 at the reque reasonable

For the avoidance of obligation on the Control of the exclusions referred

6 Web Site Operation

During the continuance of

- 6.1 ensure that the Wel the Client by compe supervision;
- 6.2 operate the Web Si the Contractor in th
- 6.3 keep full security co computer records in
- 6.4 not alter or modify t to be amalgamated
- 6.5 not request, permit any maintenance se
- 6.6 co-operate fully with defect in the Web S
- 6.7 provide such teleco Contractor for testir

7 Proprietary Rights

- 7.1 The copyright and a any corrected or mo Agreement shall be hereby assigns (by
- 7.2 Notwithstanding sul any way it thinks fit

in the operation thereof on the agents;

ent or software other than that

rge in accordance with its in force for any services provided

do not qualify under the aforesaid n of the exclusions referred to in

the Contractor considers on sary.

ib-clause shall impose any
ces in respect of any of the
/e.

shall:-

extent necessary) on behalf of only or by persons under their

tructions and training provided by le;

of the Client's databases and pmputing practice;

whatever nor permit the Web Site vith any other Internet Web Site;

r than the Contractor to provide Web Site or the Web Site;

n the diagnosis of any error or

are reasonably required by the es, at the Client's expense;

erty rights of whatever nature in eb Site made pursuant to this contractor as beneficial owner t) all such rights to the Client.

tor reserves the right to use in skills and techniques acquired or

used by it in the per

7.3 The Contractor sha retain a copy of the underlying compute proper maintenance and source code ar used by the Contracted up (togeth termination of this A

7.4 If any corrected or r the Contractor purs deliver to the Client

- 7.4.1 the source of in the form of
- 7.4.2 all other mar programmer version of th or documen

8 Confidentiality

Each party shall treat as co to this Agreement and shal such party's own employed same) without the other pa not extend to information w the commencement of the public knowledge or become breach of this Clause) or w employees are aware of ar Contractor shall appoint an confidential information to a the Client an undertaking in foregoing obligations as to Agreement.

9 **Poaching Staff**

The Client shall not without each of sub-clauses 9.1 an agreement and shall be co

9.1 at any time during tafter the Acceptanc case may be) solicited being employed by between the date hatermination be, one Services provided hatermine by the Coremuneration payak

ent.

ontinuance of this Agreement to
of the source code of the
materials necessary for the
copies of the Program Materials
eheld in confidence, shall only be
nis Agreement and shall be
t) to the Client forthwith upon the
ccasioned).

ogram Materials shall be made by nen the Contractor shall promptly with:

hodified version of the Programs >>;

le a reasonably skilled nhance the corrected or modified nout reference to any other person

obtained from the other pursuant ation to any person (except to employees who need to know the provided that this Clause shall possession of such party prior to is Agreement, which is already therwise than as a result of a Each party shall ensure that its ions of this Clause. If the supplier may disclose ect to such sub-contractor giving visions of this clause. The ve any termination of this

of the Contractor (and so that med to constitute a separate the other):

lereof to the expiry of six months nination of this Agreement (as the away from or discourage from on who is, or shall at any time e Date or the date of such oyees engaged in providing the n shall not apply to any person ross basic contractual at the date of this Agreement (or

as at the date of co employment shall c £<<25,000>> per a

9.2 At any time during tafter the Acceptanc case may be) employed time between the determination be, one Services provided hemployed by the Coremuneration payal as at the date of coemployment shall c £<<25,000>> per a

rson's employment if such of this Agreement) is less than

nereof to the expiry of six months nination of this Agreement (as the any person who is, or shall at any tance Date or the date of such oyees engaged in providing the n shall not apply to any person ross basic contractual at the date of this Agreement (or rson's employment if such of this Agreement) is less than

10 Termination

10.1 Notwithstanding an terminated:

10.1.1 by the Contr Client shall t (otherwise ti Contractor) notice from notice to cor

10.1.2 by either pa other comm (other than a which event (in the case within 30 da party so to o warning of s

10.1.3 by either party sof it or over resolution for scheme of scheme of scheme tip party shall be any voluntary to cease to other party shall be any voluntary to cease to

10.2 Any termination of t any accrued rights of force or the continu by implication intentermination.

10.3 Any termination of t

ein, this Agreement may be

notice in writing to the Client if the nder the terms of this Agreement any default on the part of the npaid for 14 days after written sum has not been paid (such ntractor's intention to terminate);

ice in writing to the other if the f any term of this Agreement o make any payment hereunder in aph 10.1.1 above shall apply) and eing remedied) shall have failed, equest in writing from the other (such request to contain a erminate); or

ice in writing to the other if the dministrative receiver appointed g or assets or shall pass a han for the purpose of a bona fide reconstruction) or a court of order to that effect or if the other hinistration order or shall enter into editors or shall cease or threaten

er occasioned) shall not affect nor shall it affect the coming into ision hereof which is expressly or nue in force on or after such

er occasioned) shall not of itself

affect the Client's ri

11 Assignment

Neither party shall assign of obligations hereunder when the other.

12 Force Majeure

Neither party shall be liable hereunder if such delay is of the party so delaying and s time for the performance of

13 **Liability**

- 13.1 The Contractor sha incurred by the Clie use of the Program result of any defect the extent that such the Contractor in prextent not excluded
- 13.2 The Client shall ind effectively indemnif property or injury to omission or wilful m contractors.
- 13.3 Except in respect of the respective liabile and (2) in respect of exceed £<<500,000
- 13.4 Notwithstanding an shall not be liable to or consequential los howsoever.
- 13.5 The Contractor sha failure by the Client and the Program M

14 Waiver of Remedies

No forbearance, delay or in Agreement shall prejudice rights operate as a waiver of herein conferred upon or repower or remedy available be cumulative.

15 Notices

Web Site.

Agreement or any of its rights and thout the prior written consent of

ing any of its obligations
beyond the reasonable control of
d to a reasonable extension of

s or damage sustained or uding without limitation any loss or oiling of the Client's data) as a laterials or the Web Site except to om any unreasonable delay by Services and then only to the

d keep the Contractor fully and ny loss of or damage to any aused by any negligent act or semployees, agents or sub-

person (for which no limit applies) the Client under sub-clauses (1) connected events shall not

his Agreement the Contractor fits or contracts or other indirect egligence, breach of contract or

nt for any loss arising out of any te security copies of the Web Site

in enforcing the provisions of this at party nor shall any waiver of its n of no right, power or remedy exclusive of any other right, ich right, power or remedy shall

All notices which are requirement to the address of the resident method as the recipient method provisions of this Clause. A class pre-paid letter or factorial served if by hand when del facsimile transmission whe

16 **Headings**

The headings to the Clause shall not affect the interpre

17 **Law**

This Agreement shall be go England.

18 **Disputes**

Any dispute which may aris determined by the English jurisdiction of the English C

SIGNED by duly authorised repres the beginning of this Agreement

SIGNED by

<<Name and Title of person signir for and on behalf of <<Contractor's

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

SIGNED by

<< Name and Title of person signir for and on behalf of << Client's nan

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

r shall be in writing and shall be preement or such other address in ven in accordance with the delivered personally or by first hall be deemed to have been st 48 hours after posting and if by

for ease of reference only and his Agreement.

d in accordance with laws of

ncerning this Agreement hall be ereby submit to the exclusive

parties on the date specified at



Commencement Date:-

<< >>

Initial Period:-

<< >>

Maintenance Charge and Payme

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<< >>

Performance Standards:-

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<< >>

<< >>