Brand Apps Limited

Terms and Conditions for the provision
of App development services and related Subscription Services

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

Application: the application software comprised of the Supplier Software developed for operation on the Operating System (including any New Releases and any New Versions taken and paid for in accordance with this agreement).

Application Delivery Date: the estimated delivery date specified in the Order Summary on which the Supplier will deliver the Application to the Customer.

App Store: an online or remote-accessed location where the Applications will be made available for downloading.

Bespoke Software: software programs developed by the Supplier specifically for the Customer as part of the Application.

Business: the primary business of the Customer at the date of this agreement.

Commencement Date: the date on which this agreement becomes effective, as specified in the Order Summary.

Completion Date: the estimated date specified in the Order Summary (which may be varied in accordance with clause 7) by which the Supplier is to provide the Application Ready for Service.

Contract Year: any 12-month period ending on any anniversary of the Commencement Date.

Customer: means the Customer to whom the services are being provided as specified in the Order Summary.

Data Protection Law: all applicable data protection law and regulations in any jurisdiction.

Defect: an error in the Application that causes it to fail to operate substantially in accordance with this agreement.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

Licence: the licence granted under clause 2.

Licensed Software: the Bespoke Software, the Supplier Standard Software and the Modified Software (Supplier).

Licensed Users: anyone who downloads the Application from an App Store, or is given access to the Application by the Customer.

Mobile Device: the mobile phones, smartphones, tablets, PDAs, computers and other equipment on which the Application will operate.

Modified Software: the standard software programs proprietary to the Supplier and/or third parties, modified or to be modified by the Supplier under this agreement.

Modified Software (Supplier): those elements of the Modified Software which are propriety to the Supplier.

Modified Software (Third Party): those elements of the Modified Software which are propriety to a third party.

New Release: a new release of all or any part of the Supported Software suitable for use in the Application in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.

New Version: a new version of the Application released by the Supplier after the Acceptance Date which provides additional or improved functionality or performance

Normal Working Hours: the hours 09:00 to 17:30 GMT, Monday to Friday, except Bank Holidays in England and Wales.

Open-Source Software: any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (set out at www.opensource.org) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at www.gnu.org), or anything similar, included or used in, or in the development of, the Application (Current), or with which the Supplier Software is compiled or to which it is linked.

Operating System: either html, or such operating systems as may be utilised by Apple or Android from time to time.

Order Summary: means the plan appended to these terms or separately agreed between the parties, which sets out the Work, the Specification, the Price, the Subscription Services and the Subscription Charges.

Personal Data: data subject to protection under Data Protection Law in any jurisdiction.

Plan: means the plan setting out the Price, Support Changes or other agreed costs and expenses.

Price: the aggregate price for the Work as specified in the Order Summary.

Problems: meant a problem with the Application where the Application does not comply with the Specification.

Ready for Service: installed, tested and being compliant (in the Supplier's reasonable opinion) with the Specification.

Services: the services to be provided by the Supplier under this agreement, including the Subscription Services and any data migration referred to in the Specification, but excluding the Work as specified in the Order Summary.

Source Code: the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documents, all of a level sufficient to enable the Customer's development personnel to understand, develop and maintain that software.

Specification: the specification agreed between the Customer and the Supplier which sets out the Customer's requirements (both business and technical) regarding the Application, as set out in the Order Summary.

Subscription Charges: the monthly support charge as specified in the Order Summary.

Subscription Commencement Date: the date as may be specified in the Order Summary.

Subscription Services: the maintenance and Subscription Services to be provided by the Supplier under this agreement including those described in the Order Summary.

Supplier: means Brand Apps Limited (company number 07838945).

Supplier Software: the Supplier Standard Software, the Third-Party Software, the Modified Software, the Open-Source Software and the Bespoke Software.

Supplier Standard Software: the software programs proprietary to the Supplier which are to be provided to the Customer without modification.

Third-Party Licences: all third party licences relating to the Third Party Software and all licences relating to any Open-Source Software.

Third-Party Software: the software programs proprietary to third parties which are to be provided to the Customer without modification.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Virus: any thing or device (including any software, code, file or programme) which may:

(a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;

(b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or

(c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Works: means the Application development work as set out in the Order Summary.

1.2 A reference to one gender includes a reference to the other genders. Words in the singular include the plural and those in the plural include the singular. References to including or includes shall be deemed to have the words "without limitation" inserted after them. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it. Except where a contrary intention appears, a reference to a clause, Schedule or annex is a reference to a clause of, or Schedule or annex to, this agreement. Clause and Schedule headings do not affect the interpretation of this agreement. Writing or written includes faxes but neither e-mail nor any other form of electronic communication, except where expressly provided to the contrary.

1.3 The Schedules to this agreement, together with any documents referred to in them, form an integral part of this agreement and any reference to this agreement means this agreement together with the Schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.

1.4 If any conflict arises between the terms and conditions of this agreement and any provision of the Order Summary, these terms and conditions shall prevail.

2 SCOPE

2.1 Subject to the payment of the Price and the Subscription Charges. the Supplier grants the Licence and shall supply the Application, the Work and the Services to the Customer in accordance with this agreement.

3 APPLICATION AND DOCUMENTS

3.1 The Supplier shall carry out the Work with reasonable diligence and despatch, and with reasonable skill and expertise and use reasonable endeavours, to provide the Application in accordance with the Specification by the

Completion Date. For the avoidance of doubt, time shall not be of the essence in relation to any timescales to which the Supplier has to provide the Services or the Work.

3.2 The Supplier shall provide the Third-Party Software and any Modified Software (Third Party) to the Customer under the standard licence terms provided by the relevant third parties, and the Customer agrees to be bound by such licence terms.

3.3 The Supplier shall provide the Supplier Standard Software, the Bespoke Software and any Modified Software (Supplier) under the terms of this agreement.

4 SERVICES

4.1 The Supplier agrees to provide the Application Ready for Service by the Completion Date, on the terms and conditions set out in this agreement.

5 APPLICATION, DELIVERY, INSTALLATION AND DELAYS

5.1 The Supplier shall deliver the Application to the Customer by the applicable Application Delivery Date.

5.2 If any delivery is delayed at the request of the Customer, or because of his acts or omissions, any impacted dates or timescales shall be amended to take account of such delay. If the Supplier can demonstrate that the delay has resulted in an increase in cost to the Supplier of carrying out its obligations under this agreement, the Supplier may, at its sole discretion, notify the Customer that it wishes to increase the Price by an amount not exceeding any such demonstrable cost. The Supplier may invoice the Customer for any additional monies that become payable in this way, within 30 days of demonstrating the increase in costs.

6 ACCEPTANCE

6.1 Acceptance of the Supplier Software shall be deemed to have occurred on whichever is the earliest of:

6.1.1 receipt of written acceptance by the Supplier;

6.1.2 3 working days following delivery of the Application to the Customer and where the Customer has not raised any Problems with the Supplier; or

6.1.3 the use of the Application by the Customer in the normal course of the Business or the placing of the Application in an App Store.

7 ORDER SUMMARY AND EXTENSION OF TIME

7.1 Both parties shall perform their obligations under this agreement in accordance with the Order Summary.

7.2 The Supplier shall be given an extension of the timetable of any one or more of the stages in the Order Summary if one of more of the following events occurs:

7.2.1 a variation to the Application is made at the Customer's request;

7.2.2 a force majeure event occurs as described in clause 22.7;

7.2.3 a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third-party contractors.

7.3 If the Supplier is entitled to an extension of time under clause 22.7, it shall give written notice to the Customer not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under clause 22.7, shall estimate the probable extent of the delay.

7.4 The Customer acknowledges and agrees that any delays or rejections caused by an App Store are outside of the

Supplier's control and as such the Supplier shall not be liable to the Customer in the event of any delay caused by such actions.

8 PAYMENT

8.1 The Supplier shall submit invoices in accordance with the Order Summary. The Customer shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is earlier.

8.2 The Customer shall pay the Subscription Charges on the Support Commencement Date and on each anniversary of that date. The Supplier shall invoice the Customer for the Subscription Charges monthly at the invoicing address as specified by the Supplier form time to time

8.3 The Price, the Subscription Charges and all other payments stated in the Order Summary are net of tax. The Customer shall, in addition, pay to the Supplier the amount of any tax, duty or assessment, including any applicable VAT, which the Supplier is obliged to pay and/or collect from the Customer in respect of any supply under the agreement (other than tax on the Supplier's income).

8.4 If any sum is not paid on or before the due date under this agreement, the party in default shall pay the other party interest at an aggregate rate of 4% over the Barclays Bank PLC base rate (calculated monthly) for the period beginning on the due date and ending with the date on which the sum is paid (and the period shall run after as well as before judgment).

8.5 The Supplier may increase the annual charge at any anniversary of the Support Commencement Date after the first such anniversary by giving the Customer notice before such anniversary.

8.6 Out-of-pocket expenses may be charged by the Supplier on production of reasonable evidence of expenditure to the Customer.

9 OWNERSHIP

9.1 The Intellectual Property Rights in the Application are, and shall remain, the property of the Supplier (or the appropriate third-party rights-owner(s), if any).

9.2 The Customer acquires no rights in or to the Licensed Software other than those expressly granted by this agreement.

9.3 The Customer shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that the Supplier may consider necessary or desirable to perfect the right, title and interest of the Supplier in and to the Intellectual Property Rights in the Licensed Software.

9.4 The Customer shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Licensed Software and shall promptly report to the Supplier any such infringement that comes to its attention. In particular, the Customer shall:

9.4.1 ensure that each Licensed User, before starting to use the Application, is made aware that the Licensed Software is proprietary to the Supplier (or the appropriate third parties) and that it may only be used and copied in accordance with this agreement; and

9.4.2 ensure that the terms and conditions of use of any App Store or Mobile Device do not conflict with any of the terms of ownership detailed in this clause 9.

9.5 The Customer hereby indemnifies the Supplier and shall keep the Supplier indemnified against any and all costs,

losses, expenses and damages howsoever incurred by the Supplier relating to the Supplier's use of any materials supplied by the Customer that result in a claim, or potential claim against the Supplier by a third party relating to the alleged or actual infringement of a third party's rights.

10 SOFTWARE LICENCE AND DOCUMENTS

10.1 The Supplier grants, subject to the terms of this agreement, the Customer the non-exclusive, non-transferable right to use the Licensed Software on the Mobile Devices for any purpose related to the Business and to sub-license the Licensed Software to any License User in accordance with clause 9.

10.2 The Customer shall comply with the Third-Party Licences and shall indemnify and hold the Supplier harmless against any loss of damage that it may suffer or incur as a result of the Customer's breach of such terms.

10.3 The Supplier may treat the Customer's breach of any Third-Party Licence as a breach of this agreement.

11 TRANSFER OR REPRODUCTION OF LICENSED SOFTWARE

11.1 Except as permitted under clause 10, the Customer shall not:

11.1.1 sub-license, rent, lend, assign or transfer in any other way this agreement or the Licensed Software to any person without the prior written consent of the Supplier; and

11.1.2 give access to the Licensed Software through any network of computers to users who are not employees or agents of the Customer.

12 USE AND ADAPTATION OF LICENSED SOFTWARE

12.1 The Customer may use the Licensed Software with other software.

12.2 The Customer may not make adaptations or variations of the Licensed Software without the prior consent of the Supplier.

12.3 The Customer may not disassemble, decompile, reverse translate or in any other manner decode the Licensed Software, except as permitted by law.

13 SUBSCRIPTION SERVICES

13.1 The Supplier shall provide such New Releases as it may determine from time to time.

13.2 The Supplier shall notify the Customer promptly in writing of the issue of any New Version, specifying the following:

13.2.1 the charge for delivery and installation of the New Version;

13.2.2 the licence fee payable for the New Version; and

13.2.3 in what way the New Version differs from the previous version in terms of functionality, performance and compatibility.

13.3 The Supplier shall use reasonable efforts to ensure the accurate migration of any data, but gives no warranties as to the completeness or accuracy of such migration. The Customer shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details to the Supplier of any inaccuracies or omissions in order to permit the Supplier to correct them. If such data includes Personal Data, the Supplier shall return all copies of such Personal Data to the Customer on completion of the data migration process.

13.4 The Supplier shall ensure that support is available by telephone, e-mail and fax during Normal Working Hours

to provide assistance to the Customer in respect remedying Defects in the Application.

13.5 The Supplier shall use reasonable endeavours to correct Defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:

13.5.1 the Customer shall promptly notify the Supplier of all Defects. Where such notification is made orally, the Customer shall provide written confirmation (which may be sent by fax or by e-mail) of the notification within 24 hours;

13.5.2 within one (1) working day of such notification, the Supplier shall acknowledge receipt of the notification and shall determine, in consultation with the Customer, the seriousness of the Defect;

13.5.3 if a notified Defect substantially impairs the Customer's Business, the Supplier shall:

13.5.3.1 start work on correcting the Defect within twenty four (24) hours of determining the seriousness of the Defect;

13.5.3.2 use all reasonable efforts to correct the Defect as soon as possible; and

13.5.3.3 keep the Customer informed of progress towards correction of the Defect;

13.5.4 if a notified Defect, while not halting or substantially impairing the Customer's Business, causes those operations to become significantly slowed or causes substantial inconvenience, the Supplier shall commence work on correcting the Defect within two (2) working days of receipt of such notification and shall use all reasonable efforts to correct the Defect as soon as possible; and

13.5.5 in the case of Defects other than those specified in clause 13.5.3 and clause 13.5.4, the Supplier shall start work on correcting the Defect as soon as the Supplier's workload allows and shall use commercially reasonable efforts to correct the Defect.

14 CUSTOMER'S OBLIGATIONS

14.1 During the term in which the Subscription Services are to be provided under clause 13, the Customer shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the Application.

14.2 The Customer shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the Work and Subscription Services, including provision of information and data, making available suitably qualified employees and contractors of the Customer and shall, subject to the Supplier's compliance with the Customer's normal security requirements, provide access to the Customer's systems for the purpose of carrying out diagnostics and correction of Defects, provided that the Customer may choose to have direct or remote access and, if remote, the Customer must comply with any additional requirements for security and encryption techniques or software which the Supplier may from time to time specify.

15 CONFIDENTIALITY AND PUBLICITY

15.1 The Customer undertakes that it shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees,

agents, consultants or subcontractors or of any member of the group of companies to which the Supplier belongs and any other confidential information concerning the Supplier's business or its products which the Customer may obtain, except as permitted by clause 15.2.

15.2 The Customer may disclose the Supplier's confidential information:

15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 The Customer shall not use the Supplier's confidential information for any purpose other than to perform its obligations under this agreement.

15.4 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

16 DATA PROTECTION

16.1 The following definitions apply:

16.1.1 the terms "data controller", "data processor", "data subject" and "processing" bear the respective meanings given them in the Data Protection Act 1998, and "data protection principles" means the eight data protection principles set out in Schedule 1 to that Act;

16.1.2 "data" includes Personal Data; and

16.1.3 Customer Personal Data means any Personal Data provided by or on behalf of the Customer.

16.2 The Supplier shall:

16.2.1 only carry out processing of any Customer Personal Data on the Customer's instructions;

16.2.2 implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage; and

16.2.3 only transfer Customer Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.

16.3 The Supplier shall promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Personal Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require.

16.4 The Customer acknowledges that the Supplier will be acting as a data processor, rather than as a data controller, in respect of all such data processing activities which the Supplier carries out under this agreement.

16.5 Except as expressly provided otherwise, this agreement does not transfer ownership of, or create any licences (implied or otherwise) in, any Intellectual Property Rights in any data.

17 WARRANTIES

17.1 The Supplier warrants that, as far as the Supplier is aware and reasonably able:

17.1.1 the Licensed Software (Supplier) is proprietary to the Supplier and that it has the right to license all UK Intellectual Property Rights in and to the Licensed Software to the Customer, and to provide the Subscription Services to the Customer;

17.1.2 use of the Licensed Software (Supplier) does not infringe the UK Intellectual Property Rights of any third party;

17.1.3 the Licensed Software at the Acceptance Date, and for six months after that date, will perform in accordance with the Specification relating to the Operating System;

17.1.4 it will perform the Subscription Services in a reliable and professional manner, in conformity with good industry practice, by a sufficient number of competent personnel with appropriate skills, qualifications and experience and has, and will at all times have, the ability and capacity to meet such requirements; and

17.1.5 it is in compliance with, and will perform the Subscription Services in compliance with, all applicable law and regulations.

17.2 The sole remedies for breach of the warranties in clause 17.1.1 and clause 17.1.2 are that the Supplier may, at its sole discretion:

17.2.1 replace all or part of the Application with functionally equivalent software;

17.2.2 modify the Application as necessary to avoid such claim;

17.2.3 procure for the Customer a licence from the relevant claimant to continue to use the Application; or

17.2.4 if clauses 17.2.1 to 17.2.3 are not necessarily feasible (in the Supplier's opinion) terminate this agreement on notice.

17.3 The sole remedy for breach of the warranty under this clause 17.1.3 shall be correction of Defects by the Supplier within a reasonable time from notification by the Customer of the Defect that constitutes such breach.

17.4 The warranties set out in clause 17 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement. Without limitation, the Supplier specifically denies any implied or express representation that the Supplier Software will be fit:

17.4.1 to operate in conjunction with any hardware items or software products other than with those that are identified in the Order Summary as being compatible with the Supplier Software; or

17.4.2 to operate uninterrupted or error-free.

17.5 The Supplier does not warrant or guarantee that it will be able to rectify all Defects, nor that any Defect that does not materially affect the Customer's operations using the Supported Software will be corrected before the issue of the next New Release.

17.6 Any unauthorised modifications, use or improper installation of the Application (Current) by, or on behalf of, the Customer shall render all the Supplier's warranties and obligations under this agreement null and void.

17.7 The Supplier shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than by normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of the Supplier.

17.8 Any Open-Source Software provided by the Supplier may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 17.4.

17.9 The Customer:

17.9.1 warrants to the Supplier that it will at all times comply with all applicable laws and regulations with respect to its activities under this agreement and any part of the Supplier Software;

17.9.2 shall not access, store, distribute or transmit or cause, suffer or allow to be accessed, stored, distributed or transmitted any Virus; and

17.9.3 shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier arising out of any non-compliance by the Customer with this agreement.

17.10 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this agreement and that those signing this agreement are duly authorised to bind the party for whom they sign.

18 LIMITATION OF LIABILITY

18.1 Neither party excludes or limits liability to the other party for:

18.1.1 fraud or fraudulent misrepresentation;

18.1.2 death or personal injury caused by negligence;

18.1.3 a breach of any terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

18.1.4 any matter for which it would be unlawful for the parties to exclude liability.

18.2 Subject to clause 18.1, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

18.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

18.2.2 any loss or corruption (whether direct or indirect) of data or information;

18.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

18.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.

18.3 Subject to clause 18.1, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall:

18.3.1.1 in respect of any cause of action related to the provision of the Subscription Services, be limited to the total charges paid for the Subscription Services by the Customer to the Supplier during the 12-month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period; and

18.3.1.2 in respect of any other cause of action related to this agreement (including any cause of action related to the Supplier Software), be limited to the amount of the Price.

18.4 Any dates quoted for delivery of the Work or the Subscription Services are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Work or the Subscription Services that is caused by an event, circumstance or cause within the scope of clause 22.7 or the Customer's failure to provide the Supplier with adequate delivery instructions.

19 ASSIGNMENT AND SUBCONTRACTING

19.1 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Supplier.

20 DURATION

20.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 21, until the Work has been completed.

20.2 The Subscription Services shall commence on the Support Commencement Date and shall continue until stated in the Order Summary, the Licence expires, or is terminated, or the Subscription Services are terminated in accordance with clause 21.

21 TERMINATION

21.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement and/or the Subscription Services with immediate effect by giving written notice to the other party if:

21.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

21.1.2 the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

21.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

21.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other

party with one or more other companies or the solvent reconstruction of that other party;

21.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

21.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

21.1.7 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

21.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

21.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

21.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21.1.3 to clause 21.1.9 (inclusive); or

21.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

21.2 On termination of the Licence, the Customer shall either return to the Supplier or, at the Supplier's option, destroy all material copies of the Licensed Software, and shall ensure that any copies of the Licensed Software on hard discs or other storage means associated with any computer equipment owned or controlled by the Customer are permanently deleted.

21.3 This agreement shall automatically terminate on termination or expiry of the Licence.

21.4 Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.

21.5 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

21.6 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

21.7 Notwithstanding its obligations in this clause 21, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

21.8 On termination of this agreement for any reason, the Customer shall as soon as reasonably practicable:

21.8.1 return, destroy or permanently erase (as directed in writing by the other party) any documents or other information or data provided to it by the Supplier containing, reflecting, incorporating or

based on Confidential Information belonging to the Supplier;

21.8.2 permanently delete any proprietary software belonging to the Supplier; and

21.8.3 return all of the Supplier's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them.

21.9 On termination of this agreement for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to the Supplier. The Supplier shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.

21.10 If at the date of termination this agreement has been in existence a period of less than six months the Supplier, at it's sole discretion, may demand the repayment of any grants or subsides provided to the Customer during the term of the agreement.

22 GENERAL

22.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22.2 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.3 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

22.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22.5 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

22.6 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22.7 Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 45 days or more, the party not affected may terminate this agreement by giving 10 days' written notice to the other party.

22.8 If termination occurs under clause 22.7, all sums paid to the Supplier by the Customer under this agreement shall be refunded to the Customer, except that the Supplier shall be entitled to payment on a quantum meruit basis for all work done before termination, provided that the Supplier takes all reasonable steps to mitigate the amount due.

22.9 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

22.10 The parties irrevocably agree that the courts of England and Wales shall exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated in the Order Summary.