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“Licence Fee”

ered) and any applications or protection of these rights and all ns thereof existing in any part of known or in the future created;

licence of the Products pursuant to

“Licensed User Agreement”

m set out in Schedule]

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terms and conditions to be signed , as varied from time to time and];

“Maintenance”

sting and release of corrections to

“Marks”

names or service marks set out in

M

“Minimum Targets”

Schedule 4 as amended by the ne;

“Normal Support Hours”

SLA;

“Permitted Purpose”

n clause 3.5;

“Price List”

y the Supplier to the Reseller from Schedule 2;

“Problem”

s/queries that are notified to the support Contacts by the Reseller's nts in accordance with the

“Products”

in Schedule 1 (including any ne may from time to time be between the parties;

“Release”

made available by the Supplier to

“Reseller's Client”

e Territory who places an order for Reseller, which order is sub- ter to the Supplier;

“Restricted Information”

n clause 15.1;

“Second Level”

ort & Maintenance means support s other than First Level such as and problem solving, problem workaround and software solution

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Schedule];

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“Software Fault”

Product which does not meet any of the behaviour described in the Schedule. For the avoidance of doubt, a Software Fault shall not occur when the Product does not meet the behaviour defined in the Schedule but does meet a reasonable expectation of the behaviour defined in the Schedule.

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“SLA”

Service Level Agreement set out in Schedule 5;

“Support”

Technical support response to problems by telephone, email or fax in accordance with the SLA.

“Support Fee”

Fee for Support and Maintenance pursuant to the SLA.

“Technical Support Contacts”

Technical Support Contacts (a) are named and competent in all aspects of the Products and (b) are named in the SLA.

“Term”

Period of time from the Commencement Date and the Termination Date] OR [expiring <<..>> years from the Commencement Date] extended or earlier determined as set out in the SLA;

“Territory”

Geographical area as set out in the SLA.

2. **Appointment and Licence**

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2.1 The Supplier appoints the Reseller as the sole, non-exclusive reseller of the Products in the Territory and the Reseller agrees to act in that capacity and to comply with the terms and conditions of this Agreement.

2.1 The Supplier appoints the Reseller as the sole, non-exclusive reseller of the Products in the Territory and the Reseller agrees to act in that capacity and to comply with the terms and conditions of this Agreement.

2.2 Nothing in this Agreement shall prevent the Supplier from supplying the Products to other clients or agents. All rights not expressly granted to the Reseller under this Agreement are reserved to the Supplier.

2.2 Nothing in this Agreement shall prevent the Supplier from supplying the Products to other clients or agents. All rights not expressly granted to the Reseller under this Agreement are reserved to the Supplier.

2.3 The Supplier, in consideration of the Reseller's obligations under this Agreement, grants to the Reseller a personal, non-transferable, non-exclusive licence to use, sub-licence and to make copies of the Products and Documentation (including the Marks) (herein) only to the extent strictly necessary for the Reseller to fulfil its obligations under this Agreement and for no other purpose.

2.3 The Supplier, in consideration of the Reseller's obligations under this Agreement, grants to the Reseller a personal, non-transferable, non-exclusive licence to use, sub-licence and to make copies of the Products and Documentation (including the Marks) (herein) only to the extent strictly necessary for the Reseller to fulfil its obligations under this Agreement and for no other purpose.

2.4 The Reseller grants to the Supplier a personal, non-exclusive licence to use the Reseller's Intellectual Property Rights in the Territory and the Supplier's own Intellectual Property Rights in the Territory necessary for the Supplier to fulfil its obligations under this Agreement.

2.4 The Reseller grants to the Supplier a personal, non-exclusive licence to use the Reseller's Intellectual Property Rights in the Territory and the Supplier's own Intellectual Property Rights in the Territory necessary for the Supplier to fulfil its obligations under this Agreement.

3. **Intellectual Property Rights**

L

3.1 The Supplier or its licensors own all Intellectual Property Rights forming part of the Products and Documentation.

3.1 The Supplier or its licensors own all Intellectual Property Rights forming part of the Products and Documentation.

3.2 Neither this Agreement nor any sub-licence granted under this Agreement shall grant the Reseller any Intellectual Property Rights in the Territory.

3.2 Neither this Agreement nor any sub-licence granted under this Agreement shall grant the Reseller any Intellectual Property Rights in the Territory.

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3.8.3 to notify the Supplier of any third party that the Products infringe any rights of any third party;

3.8.4 to take such steps as the Supplier may direct at the expense of the Reseller to prevent such infringement;

3.8.5 to affix such marks as the Supplier may authoritatively require to be affixed to the Products or their packaging or advertising materials;

3.8.6 to compensate the Supplier for any use by the Reseller of the Supplier's Intellectual Property Rights other than in accordance with this Agreement;

3.8.7 to indemnify the Supplier for any liability incurred to third parties for any use of the Supplier's Intellectual Property Rights other than in accordance with this Agreement;

3.8.8 on the expiration of this Agreement forthwith not to use the Supplier's Intellectual Property Rights in any Products already purchased under the terms of this Agreement;

3.8.9 not to tamper with or remove the source marks of the Supplier on the Products or their packaging or advertising materials;

3.8.10 to use the Marks in accordance with all relevant laws and regulations (including those applicable to the Reseller);

3.8.11 not to use any Marks or any other marks which are or capable of being confused with the Marks in any way nor use the Marks or any other marks otherwise than as permitted by this Agreement;

3.8.12 to permit the Supplier to use without notice marketing materials containing the Marks;

3.8.13 to acknowledge the Supplier's reputation for the Products or Documentation and the Reseller's obligations under this Agreement and upon termination of this Agreement to provide the Reseller with a credit for such enhanced goodwill or reputation.

4. Third Party Claims

4.1 The Supplier shall defend, at its expense, any claim (the 'Claim'), brought against the Reseller for any Product and/or Documentation as acquired under the terms of this Agreement from a third party. The Supplier shall indemnify the Reseller in settlement of any such Claim and provide the Supplier with prompt and reasonable assistance in the defense and settlement of any such Claim.

4.2 If in the Supplier's sole opinion any Product and/or Documentation becomes the subject of a Claim, then the Reseller shall, with the prior written consent of the Supplier, discontinue using the Product and/or Documentation. If such Product and/or Documentation becomes non-infringing. If such Product and/or Documentation are the subject of the Claim, the Supplier shall grant the Reseller a credit for the value of the Product and/or Documentation, as normally depreciated, and accept its return.]

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any third party that the Products infringe any rights of any third party;

the Supplier may direct at the expense of the Reseller to prevent such infringement;

or their packaging or advertising materials;

any use by the Reseller of the Supplier's Intellectual Property Rights other than in accordance with this Agreement;

liability incurred to third parties for any use of the Supplier's Intellectual Property Rights other than in accordance with this Agreement;

agreement forthwith not to use the Supplier's Intellectual Property Rights in any Products already purchased under the terms of this Agreement;

name plates or other indication of the source marks of the Supplier on the Products or their packaging or advertising materials;

all relevant laws and regulations (including those applicable to the Reseller);

or capable of being confused with the Marks in any way nor use the Marks or any other marks otherwise than as permitted by this Agreement;

without notice marketing materials containing the Marks;

or reputation for the Products or Documentation and the Reseller's obligations under this Agreement and upon termination of this Agreement to provide the Reseller with a credit for such enhanced goodwill or reputation.

expense, any claim (the 'Claim'), brought against the Reseller for any Product and/or Documentation as acquired under the terms of this Agreement from a third party. The Supplier shall indemnify the Reseller in settlement of any such Claim and provide the Supplier with prompt and reasonable assistance in the defense and settlement of any such Claim.

Products become the subject of a Claim, then the Reseller shall, with the prior written consent of the Supplier, discontinue using the Product and/or Documentation. If such Product and/or Documentation becomes non-infringing. If such Product and/or Documentation are the subject of the Claim, the Supplier shall grant the Reseller a credit for the value of the Product and/or Documentation, as normally depreciated, and accept its return.]

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4.3 The Supplier shall not be liable for any Claim resulting from the combination of the Products which were neither supplied nor combined with the Products.

5. Supplier's Obligations and

5.1 The Supplier agrees to provide information about the Products during the Term:

5.1.1 to provide information about the Products;

5.1.2 to provide the Reseller with promotional and marketing materials relating to the Products and to reproduce and distribute solely for the purpose of fulfilling its obligations under this Agreement;

5.1.3 to provide the Reseller with a copy of the Licensed User Agreement in a form suitable for use as a Reseller, along with all necessary supporting information as varied from time to time;

5.1.4 [to provide the Reseller with information on the use of the Products in accordance with the Reseller's recommended training procedures set out in Schedule 2;]

5.1.5 to provide the Reseller with Installation and Maintenance services to the Products in accordance with clause 8 set out in Schedule 2;

5.1.6 [to comply with the Reseller's obligations set out in Schedule 2].

5.2 On the Expiry Date, the Supplier shall offer to extend the Term for a further period of 12 months to the Reseller PROVIDED THAT the Reseller:

5.2.1 has properly performed its obligations under this Agreement to the Reseller;

5.2.2 serves a notice of extension not later than 30 days before the Expiry Date;

5.2.3 accepts that the Reseller's obligations shall apply to any extension of the Term (including any such extension); and

5.2.4 has met the obligations set out in Schedule 2.

5.3 The Supplier may offer to supply other products as the Supplier may in its sole discretion determine PROVIDED THAT the Reseller at the Reseller's request agrees in writing to the Reseller's agreement in respect of the addition on the date of such agreement.

5.4 The Supplier shall not be obliged to accept or to reject any order, tender or request for the Products from the Reseller.

5.5 The Supplier may, at any time, but after consultation with the Reseller, amend the Reseller's obligations from time to time during the Term.

6. Reseller's Obligations

6.1 The Reseller shall promote and market the Products in the Territory (at its own expense) for the Products in the Territory, and carry out the obligations set out in this clause using all due care and diligence and shall maintain good relations with the Reseller's Clients and potential Clients in the Territory in accordance with sound commercial principles.

6.2 The Reseller shall be responsible for the promotion and marketing of the Products in the Territory.

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- the Products in the all due care and dili
- 6.3 The Reseller shall the Reseller's Client operation and assist Second Level Supp
- 6.4 The Reseller shall activities by means shall include details Supplier may at its such reports in o inspections shall ta manner so as not to on the understandi audits in each caler
- 6.5 The Reseller shall t
 - 6.5.1 obey the Su use of the P
 - 6.5.2 advertise re media copie Reseller's ex
 - 6.5.3 supply to the Supplier to c
 - 6.5.4 [provide tra Reseller's C and technica
 - 6.5.5 use its best Schedule 4 meet the Mi terminate thi
- 6.6 The Reseller shall r
 - 6.6.1 describe itse expressly au
 - 6.6.2 hold itself ou to bind the S create the in
 - 6.6.3 pledge the c
 - 6.6.4 use any adv Marks, exce
 - 6.6.5 engage in prejudicial to
 - 6.6.6 be concern manufacture Territory of substantially shall not ap Products or the Reseller

provision of Support services with

Support and Maintenance services to use 7 below, and shall provide co- n the Supplier's efforts to provide

ned of all its sales and promotion and sales reports, which reports ted with sale of the Products. The onable notice inspect and/or audit nd orders and such audits and able business hours and in such er's normal business activities and l not be entitled to more than two .

uctions in relation to the intended

advertising in print or in digital supplied to the Supplier at the 's request;

on and support as may enable the nder this Agreement;

ts own organisation and to the e Products;] OR [ensure all sales vided by the Supplier;] and

ne Minimum Targets specified in ended by the Supplier. [Failure to ttle the Supplier at its discretion to ry Date.]

ntative of the Supplier except as ent;

to hold it out, as being authorised to any act which might reasonably horised;

y way;

selling materials in relation to the oved by the Supplier;

the opinion of the Supplier is ng of the Products generally;

er directly or indirectly in the rketing or importation into the ope with the Products, or have ived always this clause 6.6.6 s Clients cannot use any of the roduct to the Product whereupon rket such products as it sees fit];

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6.6.7 make or give
concerning
User Agree

es, guarantees or representations
those contained in the Licensed

6.6.8 supply any P
the License
substantially
Supplier has
shall only ma
it agrees wi
written cons

y until such third party has signed
any related software licences
nsed User Agreement unless the
consent otherwise. The Reseller
the Licensed User Agreement that
the Supplier has given its prior

6.7 The Reseller shall
against any and all
breach of this Agree

demnified the Supplier from and
rred by the Supplier resulting from
cluding:

6.7.1 any act or
licensees or

he Reseller's agents employees

6.7.2 breaches re
libel or slan
other matter
such liability
on its part in

l claim by any third party alleging
aim in any Documentation or any
of the Products PROVIDED THAT
y the Supplier through any default
of this Agreement.

6.8 The Reseller shall
obligations under th

and incidental to performing its

7. **Reseller's Support and M**

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7.1 The Reseller shall
the Product to each

ort and Maintenance services for

7.2 The Reseller shall
computer hardware
administrative auth
employees only or s

duct and the Reseller's Client's
r manner and that all persons with
ct shall be competent trained
eir supervision.

7.3 The Reseller shall
covered by this C
investigating such P
the Supplier's then
not to pursue such
its discretion and s
said invoice.

Problem or Software Fault is not
spent thereafter by the Supplier
s of Clause 8 will be chargeable at
eseller gives notice to the Supplier
plier shall invoice such charges at
d within 30 days from the date of

7.4 The Reseller shall
Supplier's efforts to
operation and assis

l assistance to the Supplier in the
upport and Maintenance. Such co-
ot be limited to:

7.4.1 a reasonable
and commun

ss to the Supplier's requirements

7.4.2 the timely tr
accurate doc

o the Supplier of appropriate and
tion;

7.4.3 the prompt r
and

he work performed by the Supplier;

7.5 the making of facil
and to the extent as

able to assist the Supplier when

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products which it introduces, replacement, repair or modification, or the introduction, replacement, repair or modification of any component of the Product, shall be provided by the Supplier.

continue and the likely time-scale for completion of the same.]

9. Exclusions from Support

9.1 The Supplier shall be responsible for providing Support and Maintenance in respect of:

provide Support and Maintenance

9.1.1 problems resulting from the use of the Product not specified in the Documentation;

ifications or customisation of the Product in writing by the Supplier;

9.1.2 any software or hardware not specified in the Documentation;

9.1.3 incorrect or incomplete use of the Product where these are defined in the Documentation;

Products or operator error where these are not in accordance with the Documentation;

9.1.4 any fault in any component of the Product;

9.1.5 any program or data not specified in the Documentation;

with the Product;

9.1.6 use of the Product in any combination other than those specified in the Documentation;

any combination other than those specified in the Documentation;

9.1.7 use of the Product with any software or hardware that the Supplier has not specified in writing to be used with the Products;

er software or products that the Supplier has not specified in writing to be used with the Products;

9.1.8 use of the Product with any software, operating systems or other supporting software not specified in the Documentation.

ware, operating systems or other supporting software not specified in the Documentation.

10. Warranty

10.1 The Supplier warrants that the Products shall perform substantially in accordance with published specification, current at the time of delivery.

30 days from delivery the Products shall conform with published specification, current at the time of delivery.

10.2 The Supplier does not warrant that the Products will meet any particular requirements or that the Products will be entirely error-free or that all program defects will be corrected or improved. All other warranties including warranties of merchantability, satisfactory quality or fitness for a particular purpose are hereby excluded. In the absence of any written information or advice given by the Supplier, the Supplier shall create a warranty or give rise to any other liability.

representations of the products will meet any particular requirements or that the Products will be entirely error-free or that all program defects will be corrected or improved. All other warranties including warranties of merchantability, satisfactory quality or fitness for a particular purpose are hereby excluded. In the absence of any written information or advice given by the Supplier, the Supplier shall create a warranty or give rise to any other liability.

10.3 The Supplier itself does not supply third party products. Where the Supplier supplies third party products, the Supplier will pass on to the Reseller the benefit of any third party manufacturer's warranty or documentation provided with the third party products.

third party products. Where the Supplier supplies third party products, the Supplier will pass on to the Reseller the benefit of any third party manufacturer's warranty or documentation provided with the third party products.

11. Warranty Remedies

11.1 In respect of the Products, the Supplier's sole remedy in respect of any non-conformance with the published specification is that the Supplier will remedy the non-conformance in its own opinion, it is unable to do so, or in the Supplier's reasonable opinion, it is unable to do so, the Supplier will accept the return of the Product on a depreciated basis. The Supplier's licence shall immediately terminate and the Reseller shall be responsible for the cost of the Supplier and the Reseller.

Supplier's sole remedy in respect of any non-conformance with the published specification is that the Supplier will remedy the non-conformance in its own opinion, it is unable to do so, or in the Supplier's reasonable opinion, it is unable to do so, the Supplier will accept the return of the Product on a depreciated basis. The Supplier's licence shall immediately terminate and the Reseller shall be responsible for the cost of the Supplier and the Reseller.

11.2 [The Reseller must accept the return of any non-conformance to the Supplier on a depreciated basis.]

Supplier of any non-conformance to the Supplier on a depreciated basis.]

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above warranties in any event within a d

the remedies stated above and in any Product.]

12. **Limitation of Liability**

12.1 The Supplier shall i by the negligence o duties under this Ag to this Agreement.

or personal injury or death caused tion with the performance of their n any Products supplied pursuant

12.2 The Supplier shall property caused by performance of the liability under this series of connected Supplier under this Reseller's claim].

r for direct damage to tangible employees in connection with the s Agreement. The Supplier's total to [£ for any one event or equivalent to the price paid to the ducts that are the subject of the

12.3 Save in respect of Supplier's negligence resulting from loss for any damages th omission of the Sup or actually foreseen

personal injury arising from the upplier be liable for any damages s, loss of anticipated savings, nor ndary consequence of any act or ages were reasonably foreseeable

12.4 [Except as provided to tangible property cause whatsoever remedial services o will be limited to, policies, the amount under those policies

personal injury, death, and damage m liability to the Reseller for any f a refund, the additional cost of r direct costs and damages only, and ered by the Supplier's insurance ctually recovers from its insurers g. 1,000,000>>.]

OR

[Except as provide to tangible property Agreement or other refund, the addition costs and damages

personal injury, death, and damage n liability to the Reseller under this tsoever (whether in the form of a ces or otherwise) will be for direct o the lesser of:

12.4.1 the sum for (subject to th or

s comprehensive insurance cover vering such sum from the insurer);

12.4.2 a sum equiv for the Prod damages lin directly, rea obtaining alt

the Supplier under this Agreement ct of the Reseller's claim [, plus e amount for any additional costs y incurred by the Reseller in ices].]

OR

[Except as provided to tangible property cause whatsoever remedial services, which will not includ

personal injury, death, and damage m liability to the Reseller for any f a refund, the additional cost of r direct costs and damages only be limited to the lesser of:

12.4.3 25% of the services that

to the Supplier for the products or eseller's claim; or

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12.4.4 the sum of £

12.5 In no event shall
whatsoever (wheth
incurred to no bene
or substantially bec

12.6 All liability that is
excluded. These lim
under statute, in c
action. For the purp
sub-contractors and
employees, sub-co
and exclusions of
(Rights of Third Par
limit liability for frau

12.7 Both parties ackno
liability set out in th
account the comm
commercial standin

13. Orders and Deliveries

13.1 Prior to entering in
deliver to the Suppl
the specific Reselle

13.1.1 the name, co

13.1.2 the specific

13.1.3 the general
licensed to u

13.1.4 the delivery

13.1.5 the Licence

13.1.6 the Support

13.1.7 the payment

13.1.8 any other ma

13.2 The Supplier will co
will notify the Re
endeavours to deliv
such date.

13.3 While the Supplier
and supply times,
supplying products
after service of noti
[whereupon the Su
support fee if alread

14. Price

14.1 Prior to making any
purchase from the
above) correspond
Client by the Resell
(plus VAT) (the 'Lic

to the Reseller for any losses
, lost future profits, expenditure
or incurred by the Reseller solely
been terminated.

ed in this Agreement is hereby
less of the form of action, whether
negligence, or any other form of
'Supplier' includes its employees,
acknowledges that the Supplier's
shall have the benefit of the limits
clause in terms of the Contracts
in this Agreement shall exclude or

the limitations and exclusions of
and have been agreed taking into
reement to each party and the

Reseller Client, the Reseller will
the Product being sub-licensed to

ress of the Reseller Client;

ems being ordered;

on which the Reseller Client is

ee and the Support Fee; and

ion in relation to said sub-licence.

order and if it approves the same it
date and shall use reasonable
reseller at the delivery address by

commercial efforts to meet delivery
remedy for unreasonable delay in
right to terminate this Agreement
d for elsewhere in this Agreement
ne Reseller the licence fee and

Reseller Client, the Reseller shall
ce (in accordance with clause 13
to be granted to each Reseller
at the price set out in the Price List

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14.2 The Supplier shall provide Second Level Support and Maintenance in respect of the Product for each Reseller Client [at the rate of % of the corresponding price of the said sub-licence as set out in the Price List] OR [at the rate of % of the corresponding price of the said sub-licence as set out in the Price List each year thereafter] OR [at the rate of % of the corresponding price of the said sub-licence as set out in the Price List (Support Fee') or as otherwise agreed in writing between the Supplier and the Reseller Client].

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14.3 The Reseller shall pay a Licence Fee [and the Support Fee] as follows:

14.3.1 20% upon payment of the Licence Fee with the Supplier in accordance with clause 14.3.

14.3.2 [80% within 30 days of the date of delivery of the Product to the Reseller] OR [80% within 30 days of an invoice being raised by the Supplier].

14.4 The Reseller may determine the price for the Products and for the First Level Support for the Reseller Clients.

14.5 The Price List is submitted to the Supplier on 30 days' prior written notice to the Reseller.

14.5.1 the Supplier shall determine such price for the validity period of the Reseller's Client, provided that such price shall be valid for 30 days; or

14.5.2 the Supplier shall determine the price for the order from the Reseller prior to the order becoming effective.

14.6 The Reseller shall be responsible for all taxes, including but not limited to, agreed fees, any national, European Union, value added tax, and other taxes or customs duties applicable.

14.7 The Reseller shall pay interest on any sum outstanding to the Supplier at the rate of bank>> Sterling base rate on a monthly basis from the date of invoice until payment has actually been made. The Reseller shall pay interest in writing within 10 days or receipt of an invoice that the sum is outstanding.

14.8 The Licence Fee and Support Fee shall be payable to the Supplier in accordance with Schedule 1.

14.9 [The Reseller agrees that the entire compensation for the Products to the Reseller's Clients shall be the margin between the wholesale and retail price of the Products being the difference between the wholesale and retail price of the Products.]

15. Confidentiality

15.1 'Restricted Information' means any secret or confidential information which is disclosed to or in connection with this Agreement (whether or not such information is expressly stated to be secret or confidential as such).

15.2 Both parties shall agree to the continuance of this Agreement and after its termination:

15.2.1 use their best efforts to keep all Restricted Information confidential and not to disclose any Restricted Information to any other person.

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15.2.2 not use any
performance

for any purpose other than the
his Agreement; and

15.2.3 be respons
contractors o
same extent

of any properly appointed sub-
take that they will be bound to the
clause.

15.3 The provisions of cl

to:

15.3.1 any informat
Agreement;

otherwise than by breach of this

15.3.2 information
thereof by th

receiving party before disclosure

15.3.3 information o

on from a third party; and

15.3.4 information
jurisdiction, c

sed by a court of competent
licable regulatory authority.

16. **Duration and Termination**

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16.1 This Agreement sh
[subject to an exter
continue in force
automatically for su
<<e.g. 30>> days' r
expire on what wou
Expiry Date unless
parties].

n the Commencement Date and
nt to clause 5.2 above,] OR [shall
EAR whereupon it shall renew
unless either party gives at least
cision not to renew, such notice to
ewal date] OR [shall expire on the
annual basis by consent of both

16.2 The Supplier shall
than 30 days' writte
acquired by any pe
the Reseller as at th

this Agreement by giving not less
of majority control of the Reseller is
cted persons not having control of
t.

16.3 The Supplier may
Licensed User Agre
Licensed User Agre
on the Supplier's Int

te effect upon written notice any
r's Client commits a breach of the
ach has a material adverse effect
in the Products.

16.4 Either party shall b
notice to the other if

minate this Agreement by written

16.4.1 that other pa
this Agreem
remedy the
full particula

breach of any of the provisions of
breach capable of remedy, fails to
er receipt of a written notice giving
iring it to be remedied;

16.4.2 an encumbr
of the prop

or a receiver is appointed over any
party;

16.4.3 that other pa
becomes su

y arrangement with its creditors or
order;

16.4.4 that other p
amalgamatic
resulting the
obligations i

on (except for the purposes of
in such manner that the company
s to be bound by or assume the
ty under this Agreement);

16.4.5 anything an
jurisdiction o

foregoing under the law of any
ther party; or

16.4.6 that other pa

to cease, to carry on business.

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19.1.8 any obligations shall include an obligation to do;

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

19.1.9 any party will be deemed to fulfil that obligation if that thing is done.

thing will be deemed to fulfil that obligation if that thing is done.

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

When any provision contained in the body of this Agreement and any provision contained in any Schedule, the provisions of the body of this Agreement shall take precedence.

20. **Agency, Partnership**

This Agreement shall not constitute a partnership, joint venture, agency, fiduciary relationship or contractual relationship except as expressly stated herein.

This Agreement shall not constitute a partnership, joint venture, agency, fiduciary relationship or contractual relationship except as expressly stated herein.

21. **Amendments**

This Agreement may not be amended, varied or modified in any way by a duly authorised officer of either party.

This Agreement may not be amended, varied, supplemented, interpreted, modified or otherwise altered in any way by an instrument in writing signed by both parties.

22. **Announcements**

No party shall issue or make any announcement regarding this Agreement to any third party without the prior written consent of the other party.

No party shall issue or make any announcement or disclose any information regarding this Agreement to any third party without the prior written consent of the other party.

23. **Assignment**

23.1 This Agreement is not assignable, and neither this Agreement nor the obligations under it may be assigned by either party without the prior written approval of the other party.

23.1 This Agreement is not assignable, and neither this Agreement nor the obligations under it may be assigned by either party without the prior written approval of the other party.

23.2 Notwithstanding the above, either party may assign this Agreement to any third party's equity securities, assets or interests in this Agreement 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.

23.2 Notwithstanding the above, either party may assign this Agreement to any third party's equity securities, assets or interests in this Agreement 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.

24. **Entire Agreement**

This Agreement supersedes all other agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. The obligations of the parties under this Agreement shall remain in full force and effect in so far as there is no conflict between this Agreement and any pre-existing non-disclosure agreement entered into by the parties. The parties confirm that they have not entered into this Agreement with any other party and that this Agreement is not incorporated into this Agreement.

This Agreement supersedes all other agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. The obligations of the parties under this Agreement shall remain in full force and effect in so far as there is no conflict between this Agreement and any pre-existing non-disclosure agreement entered into by the parties. The parties confirm that they have not entered into this Agreement with any other party and that this Agreement is not incorporated into this Agreement.

25. **Force Majeure**

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

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

OR

[Notwithstanding anything to the contrary in this Agreement, neither party shall be liable for any delay in performance of this Agreement if such delay is caused by circumstances beyond the control of that party.]

[Notwithstanding anything to the contrary in this Agreement, neither party shall be liable for any delay in performance of this Agreement if such delay is caused by circumstances beyond the control of that party.]

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caused by circumstances beyond the control of the party so delaying shall not relieve the party from liability for delay if the delay is beyond the reasonable control of the party so delaying promptly notifying the other party in writing of the delay (and the likely duration of the delay), the performance obligations shall be suspended during the period that the said circumstances shall be granted an extension of time for performance of the delay. Save where such delay is caused by the act of the other party (in which event the rights, remedies and liabilities of the party shall be conferred and imposed by the other terms of this Agreement)

- 25.1 any costs arising from the delay shall be borne by the party incurring the same;
- 25.2 either party may, if the delay exceeds or more than 10 weeks, terminate this Agreement forthwith in writing to the other.]

26. Notices

- 26.1 All notices under this Agreement shall be in writing.
- 26.2 Notices shall be deemed to have been given:
 - 26.2.1 when delivered to the recipient by registered mail or other messenger (including overnight courier) outside normal business hours of the recipient; or
 - 26.2.2 when sent, if the recipient is in the United States, by email and a successful transmission report or return receipt is received;
 - 26.2.3 on the fifth business day after mailing, if mailed by national express mail or registered mail;
 - 26.2.4 on the tenth business day after mailing, if mailed by airmail, registered mail or express mail.

27. Schedules

The provisions of all Schedules shall apply to this Agreement as if set out here.

28. Severance

If any provision of this Agreement is held to be unlawful, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall not in any way affect any other provisions of this Agreement.

29. Successors and Assignees

- 29.1 This agreement shall be binding on the parties and their respective successors and permitted assignees.
- 29.2 In this Agreement references to a person shall include references to a person:
 - 29.2.1 who for the purposes of this Agreement (or any interest in those rights)

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29.2.2 who, as administrator of those rights,

otherwise, is entitled to exercise

and in particular the right of any interest in those rights by division, reconstruction or otherwise for any purpose, reference shall be made to similar rights to which the novation of this Agreement

to a person to whom those rights (or those rights or pass as a result of a merger, acquisition or other transaction involving that party. For this purpose, references to the parties under this Agreement include any person who becomes entitled as a result of a merger, acquisition or other transaction involving that party.

30. **Waiver**

No delay, neglect or forbearance by either party in enforcing any term or condition of this Agreement shall constitute a waiver or in any way prejudice the right, power or remedy in that respect which is or may be available to that party. This right is exclusive of any other right.

Neither party shall be or be deemed to be bound by any delay, neglect or forbearance by either party in enforcing any term or condition of this Agreement. No such delay, neglect or forbearance shall be available to that party.

31. **Counterparts**

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

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

32. **Time of the Essence**

Time shall be of the essence of this Agreement in respect of the matters mentioned in this agreement in writing between the parties.

Time shall be of the essence of this Agreement in respect of the matters mentioned in this agreement in writing between the parties.

33. **Subcontracting**

Without the prior written consent of the Supplier (which consent may be withheld or delayed) the Reseller shall not subcontract or assign any of its obligations under this Agreement through agents or subcontractors. The Reseller shall remain liable for such performance and any damage suffered by the Supplier or its sub-contractors.

Without the prior written consent of the Supplier (which consent may be withheld or delayed) the Reseller shall not subcontract or assign any of its obligations under this Agreement through agents or subcontractors. The Reseller shall remain liable for such performance and any damage suffered by the Supplier or its sub-contractors.

34. **Language**

This Agreement is made in English and shall be governed by the law of England. If there is any conflict in the meaning between the English version of this Agreement and any translation of it in any other language, the English version shall prevail.

This Agreement is made in English and shall be governed by the law of England. If there is any conflict in the meaning between the English version of this Agreement and any translation of it in any other language, the English version shall prevail.

35. **Costs and Expenses**

Each party shall bear its own costs and expenses arising in connection with the drafting, negotiation and registration (if applicable) of this Agreement.

Each party shall bear its own costs and expenses arising in connection with the drafting, negotiation and registration (if applicable) of this Agreement.

36. **Set-off**

Where either party has an amount due to the other party under this Agreement or otherwise, a party may set off the amount due to the other party under this Agreement against any sum that would otherwise be due to the other party under this Agreement.

Where either party has an amount due to the other party, whether under this Agreement or otherwise, a party may set off the amount due to the other party under this Agreement against any sum that would otherwise be due to the other party under this Agreement.

37. **Third Parties**

The parties confirm their intention that the provisions of this Agreement shall not confer any rights on any third parties by virtue of the Contracts (Rights of Third Parties) Act 1999.

The parties confirm their intention that the provisions of this Agreement shall not confer any rights on any third parties by virtue of the Contracts (Rights of Third Parties) Act 1999.

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38. Reservation of Rights

All rights not specifically assigned to the Reseller by this Agreement are reserved to the Supplier.

39. Retention of Title

39.1 All goods supplied to the Reseller under the terms of this Agreement shall remain the property of the Supplier both in law and in equity until the Reseller has paid the Supplier the agreed price PROVIDED that the Reseller's use of the goods is limited to the licensed only and the license under this Agreement is revoked upon non-payment.

39.2 The Reseller acknowledges that the Reseller's possession of all goods supplied under the terms of this Agreement shall be on behalf of the Supplier until the Reseller has paid the Supplier the agreed price.

39.3 Until such time as the Reseller becomes the owner of the goods which makes them the Reseller's products of the Supplier.

39.4 Notwithstanding the above, the Reseller's liability in the Products by the Supplier in accordance with the terms of the Products supplied by the Supplier to the Reseller shall be at the insurable risk of the Reseller as soon as the Reseller's possession of the Products by the Supplier to the Reseller's premises or otherwise.

39.5 Until such time as the Reseller shall have ceased to possess the Products in the ordinary course of business but shall account to the Supplier for the products.

40. Proper Law and Jurisdiction

40.1 [This Agreement and any dispute resolutions referred to below shall be governed by English law notwithstanding any legal provisions saving otherwise.]

40.1.1 the Supplier shall have the right to sue to recover its fees in any jurisdiction in which the Reseller is operating or has assets; and

40.1.2 the Supplier shall have the right to sue for breach of its Intellectual Property Rights (whether in any country where the Agreement is being taken place).

40.2 Each party recognizes that the other party's business relies upon the protection of its Intellectual Property Rights and that in the event of a breach or threatened breach of its Intellectual Property Rights, the other party will be caused irreparable harm and the other party may therefore be entitled to injunctive or other equitable relief to prevent a breach or threatened breach of its Intellectual Property Rights.

40.3 With respect to all Intellectual Property Rights not Intellectual Property Rights related pursuant to the above and its special rules the following procedure shall apply. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature

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of the dispute with a
of the other party.
parties ('representa
within 5 business d
an agreement about
be taken by the res
about the nature of
agreement is reach
party shall meet in
agreement within 5
dispute cannot be r
the agreed upon co
exceeded, either pa

40.4 If the parties cannot
clause 40.3 above
Effective Dispute
difference amicably
procedure accepta
available to them. If
ADR procedure or
the satisfaction of b
matter shall be settl

40.5 If the parties cannot
parties shall irrevoc
England and Wales
arising out of this
performance of this

40.6 [While the dispute
has an obligation to
respect of such pa
paid into an interes
relevant parties at
discharge of the pa
resolution of the dis
held in such accou
mediation or legal
between the partie
between the parties

OR

40.7 [If the dispute sha
capabilities of the P
shall be referred fo
parties or failing su
the other therefore
for the time being o
deemed to act as a
the absence of cler
equal shares unless
such party should b

40.8 In any other case th
in England and the
such purposes.]

about the deficient performance
senior management of each of the
son or communicate by telephone
written notification in order to reach
iciency and the corrective action to
representatives shall produce a report
their respective boards and if no
then the chief executives of each
te by telephone, to facilitate an
n notice by one to the other. If the
thin a further 5 business days, or if
ritten plan of corrective action are
remedies as provided below.

accordance with the procedure in
the assistance of the Centre for
week to resolve the dispute or
ative Dispute Resolution ('ADR')
ore pursuing any other remedies
ses to agree to or participate in the
te or difference is not resolved to
90>> days after it has arisen, the
e procedure below.

the procedure set out above, the
usive jurisdiction of the courts of
aring and determining any dispute
avoidance of doubt, the place of
the parties to be England.

ove is in progress and any party
other party or to allow a credit in
to the matter in dispute shall be
nt to be held in the names of the
such payment shall be a good
s under this Agreement. Following
ion or legal proceedings, the sum
etermined in accordance with the
terest accrued shall be allocated
the split of the principal sum as

ature relating to the functions or
related matter then such a dispute
n expert nominated jointly by the
days after either party's request to
st of either party by the President
nstitute for IT. Such expert shall be
arbitrator. Their decision shall (in
final and binding on the parties in
conduct of either party is such that

mined by the High Court of Justice
clusive jurisdiction of that Court for

IN WITNESS WHEREOF this Agreement is
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Supplier Name

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

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Reseller Name

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

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<<Insert Details>>

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Payment Details

All payments shall be made in UK bank.

...s by wire transfer to the Supplier's

Product Price List

<<Insert Details>>

Licence Fee

<<Insert Details>>

Support Fee

<<Insert Details>>

Training

<<Insert Details>>

To enable the Reseller's personnel to support Reseller's Clients, the Supplier shall provide [All such training and consultancy shall be provided on the premises of the Supplier, which is the address given in this Agreement]

Support and Maintenance to the Supplier, including consultancy support.

Training Fee

<<Insert Details>>

Expenses

In all cases of training and support provided by the Supplier, the Reseller shall be responsible to pay its personnel's travel and other similar expenses.

Supplier, the Reseller shall be responsible to pay its personnel's similar expenses.

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<<Insert Details>>

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The Reseller's target shall be to e
<<year>> (commencing on the C
excluding VAT and any Support F

ee for all Products sold during any
shall exceed the sum of £

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1 Problem Reporting

The Reseller's Technical Support will report Problems to the Supplier's Contacts in the following ways:

- (a) by telephone; or
- (b) by e-mail.

2 Reseller's Technical Support Contacts

	Name	E-mail Address
1		
2		
3		

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3 Supplier's Contacts

Telephone:
E-mail:

4 Normal Support Hours

Normal Support Hours are <<e.g. 9am to 5pm (UK local time) Mondays to Fridays excluding English Bank and Public

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5 Problem Categories

Problems will be categorised as severe, medium or minor in the Supplier's opinion at the time each Problem is reported. The Supplier may subsequently change the priority of such a Problem if it is re-

ported by the Supplier in its reasonable opinion. The Supplier may subsequently change the priority of such a Problem if it is re-circumstances.

Problem Category	Problem Description
Critical	A problem which causes the system inoperable or unworkable
Severe	A problem which causes the system operationally inconvenient
Medium	A problem which causes the system to be unusable for a significant period of time. <<give examples>>
Minor	A problem which causes the system to be unusable for a short period of time. <<give examples>>

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6 Acknowledgement Times

Once the Reseller's Problem Report has been received by the Supplier and provided that the Reseller has complied with the procedures set out in clause 6.3 then the Supplier shall send an acknowledgement to one of the Reseller's Support Contacts in accordance with the time-scales:

the Supplier and provided that the Reseller has complied with the procedures set out in clause 6.3 then the Supplier shall send an acknowledgement to one of the Reseller's Support Contacts in accordance with the time-scales:

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Reporting Method
Telephone
E-mail direct

Acknowledgement Time
mediate
mediate
mediate
mediate
working hours
working hours
working hours
working hours

Note that the speed of performance of the Inter

is dependent on the integrity and

The Reseller must clearly state believes the Problem to be such.

e-mail to begin with 'Critical' if it

When acknowledging the Problem said Problem and the Reseller communications thereafter.

describe an incident number to the incident number in all related

7 Response Times

The Supplier shall provide a resolution within the following times-scales:

to provide either of the foregoing

Problem Category	Response
Critical	4 working h
Severe	16 working
Medium	2 weeks
Minor	1 month

8 Progress Reports

The Supplier will provide the Reseller frequency to be agreed with the Reseller shall provide such every two hours

on the status of a Problem at a report that for a Critical the Supplier

9 Escalation Procedure

The Reseller may wish to contact the Supplier's response to the Problem Supplier's performance, repeated proceed according to the numerical

management in order to escalate the appropriate e.g. dissatisfaction with the Response Times. Such escalation shall

	Name
1	
2	
3	

Number	Mobile Number