DATED

(1) << >>

(2) << >>

SUPPLY OF WEBSITE SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made the   day of

BETWEEN:

(1)   <<Name of Customer>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Customer") and

(2)   <<Name of Provider>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Provider")

RECITALS:

(1)   The Customer [has launched] OR [intends to launch] <<insert description of business>> on the Internet and is wholly dependent on the provision of support services by the Provider to the Site.

(2)   The Customer has agreed to procure and the Provider to supply support services upon the following terms and conditions.

IT IS AGREED as follows:

1.   **Definitions**

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

"additional services"	the services to be performed by the Provider pursuant to clause 4.1 consisting of services other than website support;
"an affiliate"	means in relation to any company: • any subsidiary or holding company of the company or any subsidiary of the holding company; or • any other entity controlling or controlled by the company;
"the Background Content"	the screen templates and background layouts and any other background content supplied to the Customer by the Provider (if any) under the Development Agreement as modified by the Provider from time to time;
"a business day"	a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in euros);
"the Development Agreement"	the agreement between the Provider and the Customer for the development and provision of software and technical architecture for the Supported Website;

"the Documentation" , user guides and other technical
of the Supported Website
ovided or to be made available
the term of this agreement by
tomer in either printed or machine
ustomer's discretion;

"the Effective Date" te for this agreement as set out in

"an enhancement" endment, modification or
ftware or any part of it resulting in
re or any part of it being varied;

"an error" e Software to conform in a
pect to the Documentation or to
such support is expressly taken
the schedule, a graphical error or
ovided that 'an error' excludes any
to the extent that it results from

fusal to restore files or follow any
written (either hard copy or e-mail)
by the Provider;

tware program, package or file not
ed in the schedule;

e equipment;

oftware outside the terms of the
eement (so far as it provides for

er that is subject to the provision of
vices or the Surcharge Services;

"an error correction" rocedure, routine, modification or
e or (as the case may be) the
at eliminates the adverse effect of
ely affecting the functionality of
ant) the Background Content;

"the Expenses" ed pursuant to clause 5.4;

"the Extended Service Hours" ervice Hours;

"the Fees" he provision of the Services
, including the Software Support;

"a graphical error" und Content to graphically
ation when reproduced on screen
tion of the Software or any part;

"the Host Equipment" ...ents of computer hardware, ...peripherals recommended by the ...operation of the Supported

"the Initial Period" ...greement as set out in the

"intellectual property rights" ...de marks, rights in domain ...s, copyrights and database rights ...not and any applications to ...ly for registration of any of the ...fidential information and all other ...nts of a similar or corresponding ...ubsist now or in the future in any

"a navigational error" ...xt elements of the Background ...ow data capture to occur in ...ecification or the Documentation;

"new content" ...he Supported Website by the ...arty;

"a release" ...e identified by a release number ...uding error corrections and ...are distributed generally from time

"a renewal period" ...in clause 12;

"the Service Hours" ...our>> and <<hour>> each

"the Services" ...Software Support and surcharge

"the Site" ...he schedule at which the ...h the Host Equipment and at ...ay direct the Provider to provide ...his agreement, or such other ...he Provider in writing at which the ...n business from time to time;

"the Software"

...roprietary software programs in ...identified by title and reference ...e schedule, including any ...adaptations, modifications, ...changes to them ('the Provider

...ftware;

"the Software Support" ...ns to support the Software

"the Specification" ... acilities and functions of the ... nt) the Background Content as set ... he Documentation or as expressly ... Development Agreement's ... s;

"the Supported Website ... and installed by the Provider ... t Agreement and further identified ... at, including by current host ...

"the Support Line" ... or e-mail address set out in the ... ng of an error to the Provider, ... pursuant to clause 3.2;

"a support specialist" ... of the Provider who is qualified to ... or provide other support services

"surcharge services" ... ormed by the Provider pursuant to ... ement, comprising services not ... e Support;

"the Terms of Payment" ... of the Fees set out in the

"the Third Party Software" ... specified in the schedule in

2. **Interpretation**

    2.1   In this agreement u... :

        2.1.1   reference to ... g company is to be construed in accordance ... 1985 section 736;

        2.1.2   reference to ... o a party to this agreement and includes his ... d the respective successors in title to substantia... rtaking;

        2.1.3   reference to ... person, individual, company, firm, corporation, ... ency of a state or any undertaking, whether or n... personality and irrespective of the jurisdiction i... ch it was incorporated or exists;

        2.1.4   reference to ... strument or any of its provisions is to be constru... t statute or statutory instrument or such provisio... mended or re-enacted;

        2.1.5   words denot... lude the plural and vice versa and words denot... ude all genders;

        2.1.6   reference to ... raphs or schedules is to recitals, clauses or p... s to this agreement

        2.1.7   'control' is ... cordance with the Income and Corporation ... ction 416 and 'controlling' and 'controlled' s... ingly; and

        2.1.8   'includes' an... ncluding without limitation.

2.2   The schedules form [...] provisions of this agreement and references to this [...] the context otherwise requires, include references t[...] [sch]edules.

2.3   The index to and th[...] [agree]ment are for information only and shall be ignored in [...]

3.   **The Software Support**

3.1   Agreement for Supp[ort]

With effect from the [...] [Pro]vider shall, in consideration of the Fees being paid in [...] [Ter]ms of Payment and in response to support requests fro[m ...] [acco]rdance with clause 3.2 provide the Software Support a[nd ...] [serv]ices, if any, expressly identified in the schedule or othe[...] [this] agreement.

3.2   Support Requests

The Customer will [...] [o]n the Support Line. The Provider shall ensure that th[...] [li]ne number will have a voicemail facility. The Provide[r ...] [ch]ange the telephone number or e-mail address of the[...] [tim]e to time upon reasonable prior written notice to the[...] [sp]ecialist will return calls or reply to emails placed thro[ugh ...] [d]uring the Service Hours not later than <<...>> minute[s]

3.2.1   in the case [...] earlier of the voicemail system logging the c[all ...] [special]ist receiving the call; and

3.2.2   in the case o[...] [S]upport Line e-mail inbox.

The Provider is not [...] [respon]ding to support calls or messages placed other than [...] and only those members of the Customer's personn[el ...] [Lin]e may use the Support Line].

3.3   Errors and Correctio[n]

During the term [...] [th]e Provider will use reasonable endeavours to cor[...] [e]rrors reported by the Customer through the Supp[ort Lin]e [...] [in lin]e with the following terms and conditions:

3.3.1   Immediately [...] [receipt] of an error from the Customer, the Provider will [...] the co-operation of the Customer, categorise th[e ...] [error as level 1], level 2 or level 3 and thereafter will commen[ce ...] appropriate error correction by:

3.3.1.1   fo[r ...] [an]swering the Customer's questions an[d ...] [during] the Service Hours by te[...]

3.3.1.2   fo[r ...] [trou]bleshooting and diagnosing errors du[ring ...] by telephone, modem or other re[...] [provid]e that the Customer shall be re[...] [th]e specified equipment for the use of[...] [o]r implementing any temporary pr[...] the Provider while a permanent so[...]

3.3.1.3   if a[...] [corr]ection is not found by the first and se[...] [referr]ed to above and the error cannot

re... ...emotely, providing on-site service fo... ...[Background Content] during the Se... ...ce with clause 3.5.

3.3.2 The Provide... ...le endeavours to resolve errors within the fo...

    3.3.2.1 lev... ...> hours;

    3.3.2.2 lev... ...> hours; and

    3.3.2.3 lev... ...> business days.

3.3.3 Notwithstan... ...indicated above, the Provider will endeavour ... ...e and resolution time when the Customer h... ...at an error correction is urgently needed, and ... ...rts to resolve errors beyond the target resolu...

3.3.4 In determini... ...riate the following criteria shall be applied:

    3.3.4.1 lev... ...s in the loss of a facility or function ma... ...ration of the Software and critical to ... ...operation;

    3.3.4.2 lev... ...s in loss or interrupted provision of a ... ...ial to the proper operation of the So... ...t limitation) an error that results in co... ...en as part of the Supported W... ...ut does not prevent the Customer fro... ...ess using the Supported Website; an...

    3.3.4.3 lev... ...lts in a minor loss of facility or fu...

3.4 Downtime

Where the Provide... ... Customer agrees that the best method of error co... ...ruption of the live operation of the Supported Website ... ...e all reasonable endeavours to perform the suppo... ...e Customer's direction as to the timing of downtime ... ...se business disruption so far as is reasonably practica...

3.5 On-site Software S...

If the Customer rep... ...r that causes the Software to be inoperative or sign... ...ctionality and, in his reasonable discretion, determin... ...s necessary or appropriate under the circumstances ... ...error efficiently and promptly, the Provider will begin ... ...nd diagnosis of the problem so as to diligently seek a... ...on as reasonably practicable and will respond within... ...eriods after the error level is determined:

3.5.1 for a level 1 ... ...specify geographic area>>, within << >> hour... ...rror occurring outside <<specify geographic a... ...iness days;

3.5.2 for a level 2 <<...>> specify geographic area>>, within << >> busi <<...>> level 2 error outside <<specify geographic a <<...>> iness days; and

3.5.3 for a level 3 <<...>> siness days [or, at the Provider's option, upon <<...>> ease].

The Provider will us <<...>> ours to resolve the error within the following time perio <<...>> e:

3.5.4 level 1 errors <<...>>

3.5.5 level 2 errors <<...>> d

3.5.6 level 3 errors <<...>> days.

3.6 Supported Releases <<...>>

The Provider shall <<...>> Software Support only in respect of the latest releas <<...>> provided in respect of any other release shall constit <<...>>

3.7 Navigational and Gr <<...>>

Subject to support <<...>> graphical errors, being expressly identified by the sch <<...>> the Customer, and subject to the Customer identifyin <<...>> detail via the Support Line and providing appropria <<...>> Provider shall diligently investigate and resolve such <<...>> sonably practicable further to a customer request in <<...>> 3.2.

3.8 Releases

So long as this agre <<...>> ce and effect and the Customer is not in material brea <<...>>, as part of the Software Support, provide the Custom <<...>> rally made available to his clients. The Provider will <<...>> ance for installation of releases during the Service <<...>> Software Support. The Software Support does not i <<...>> sistance provided after the Service Hours nor any train <<...>> equire or request on any release, nor any additional <<...>> install and implement a release where the Custome <<...>> res in the Software. Such services are additional serv <<...>> d at the Provider's then current applicable hourly ra <<...>> ler will provide documentation for each release as a <<...>> Software Support. The Provider warrants that no rel <<...>> t any of the then existing facilities and functions of the <<...>> tion with the Background Content.

3.9 Management Repor <<...>>

The Provider shall <<...>> with service information on the Software Support <<...>> ing on the end of the first full calendar month foll <<...>> showing:

3.9.1 the number <<...>> he Customer;

3.9.2 the name of <<...>>

3.9.3 the nature o <<...>> m;

3.9.4 ongoing and <<...>> nd

3.9.5 achievemen <<...>> Provider of the response and resolution ti <<...>>

4. **Other Services**

4.1 Additional Services

The Provider will p[...] services as may be agreed upon from time to time by [...]hout limitation, the following:

4.1.1 software trai[...] with the use of any release, and

4.1.2 customisatio[...]e development other than release installation o[...]entation.

However, prior to p[...]nder this clause, the Provider will obtain the Custome[...]vices and agreement as to price, time scale and th[...]such customisation or software development to othe[...]

4.2 Surcharge Services

The Provider will p[...]ervices as the parties may agree upon from time to ti[...]may include, but are not limited to, services requested [...]ore of the following conditions:

4.2.1 repair, adjus[...]f the Software, whether made or attempted, [...]n authorised employees of the Provider;

4.2.2 failure of the[...]ollow recommended daily back-up procedures;

4.2.3 failure of the[...]follow procedures set forth in the Documentat[...]

4.2.4 failure by the[...]recommendations in respect of or solutions to [...] by the Provider;

4.2.5 modification [...]tent;

4.2.6 use of the [...]other than that specified by the Provider;

4.2.7 use of the [...]ork configuration other than that specified in [...] carried out by the Provider and upon which [...]stalled, unless expressly agreed to in writing by [...]

4.2.8 use of the S[...]which it was not designed;

4.2.9 failure of the[...]elease within <<e.g. 30>> days of receipt of it;

4.2.10 use of oper[...]s not meet manufacturer's or the Provider's sp[...]s not otherwise been approved by either of ther[...]

4.2.11 misuse or ac[...]stomer;

4.2.12 improper pro[...]nstallation by the Customer (other than in acco[...]eceived from the Provider);

4.2.13 damage or [...]nsit or reinstallation following any relocation of [...]ich the Software is installed or to which the So[...]

4.2.14 damage or [...]essories, alterations, attachments or other devi[...]ained or approved by the Provider;

4.2.15 failure of air _____ ower or humidity control; or

4.2.16 acts of God, _____ ightning strikes, riots, war, nuclear disaster or o _____

5. Fees and Expenses

5.1 Fees

The Customer agr _____ accordance with the Terms of Payment. The Fees _____ the delivery of an error correction to the Customer an _____ ment for the Software Support but excludes:

5.1.1 value added _____ all be paid by the Customer; and

5.1.2 expenses as _____ 4.

5.2 Surcharges

5.2.1 The Custom _____ urcharges for:

5.2.1.1 an _____ ces that the Customer requests or au _____ o perform during the Extended Se ____

5.2.1.2 an _____ vided by the Provider pursuant to cla ____

5.2.2 Surcharges _____ r to the Provider under this clause will be deter _____ h the rates set out in the schedule with a minim _____ Any surcharge will be additional to the amounts _____ enses.

5.2.3 The Provide _____ to vary the rates for surcharge services set _____ ring the period of <<...>> months commencing _____ Thereafter the Provider shall be entitled to v _____ e than once in every successive period of << _____ g not less than <<...>> days' prior written notic _____ ustomer.

5.3 Additional Services

The Customer will p _____ dditional services provided by the Provider under cla _____ with the Provider's then current, applicable daily rate _____ he performance or such other rate as may be agreed. _____ al services will be supplemental to the amounts that ma _____ es.

5.4 The Expenses

The Provider shall _____ om the Customer his reasonable incidental expenses _____ for third party goods and services supplied in connec _____ of the Services, subject to the following provisions

5.4.1 the Provider _____ summary of third party expenses incurred by _____ es will be invoiced on a monthly basis with re _____ umentation;

5.4.2 any third pa _____ onably expected to be more than £<<...>> in _____ ar matter shall require the prior approval of t _____ incurred; and

5.4.3 the third par[...]nably incurred by the Provider in connection w[...] month shall not exceed £<<...>> in total; thereaf[...]ses to be incurred by the Provider shall require [...] Customer.

6. **The Customer's Respons[...]**

6.1 Support Equipment [...]

The Customer will [...] a high speed modem and the appropriate telepho[...] to allow the Provider to provide support services v[...]are and personal computer and communicating sof[...]specified by the Provider. The Customer will provic[...]appropriate connection information in such respect.

6.2 Relocation of Equip[...]

If the Customer wis[...]ment, or otherwise or transfer the operation of the Su[...]rd party host, the Customer shall give the Provider w[...]east <<e.g. 30>> days before the relocation, modifica[...]ded that it shall only be necessary for the Customer to[...]any such network modification or installation if the m[...]n may affect or impact upon the Provider Software o[...]e.

6.3 The Customer's Sof[...]

The Customer shall [...]

6.3.1 make daily b[...]rams and files;

6.3.2 restore his [...]current backup on the Provider's recommenda[...]

6.3.3 co-operate [...] provide such information and documents [...]red to assist the Provider in the performance [...]this agreement;

6.3.4 implement e[...]. 30>> days of receipt of it;

6.3.5 ensure that [...] a proper manner by competent trained emp[...]ns under the supervision of such employees;

6.3.6 not request, [...]yone other than the Provider to provide any [...]ct of the Provider Software;

6.3.7 make availa[...]of charge all information, facilities and service[...] by the Provider to enable the Provider to p[...]uding, without limitation, computer runs, core d[...]eparation, office accommodation, typing and p[...]nvenient to the Customer;

6.3.8 subject to t[...] performance of the Supported Website, allc[...]l certain utility programs to assist the Provider[...]s and allow the Provider to remove such utility p[...]n of this agreement; and

6.3.9 provide a su[...]ility free from any legal restrictions for use by [...]el when visiting the Customer's premises.

7. **Ownership of Intellectual** [Property]

7.1 The Software and [...] ain confidential information of the Provider and, witho[...] s of the Development Agreement, all intellectual prope[...] e and the Documentation are the exclusive property o[...] Customer].

7.2 The intellectual p[...] ancements, releases and error corrections provided [...] shall, as between the parties, be owned by [the Prov[...]. Furthermore in each such case, subject to paymen[...] out further charge, upon these materials being deli[...] ey shall be licensed to Customer on the licensing [...] they been delivered under the Development Agree[ment]

7.3 The Third Party So[...] f the [Customer's] OR [Provider's] licensor(s).

8. **Warranties**

8.1 The Provider warran[...] Customer that he will:

8.1.1 perform ad[...] oftware Support and surcharge services an[...] r this agreement generally with reasonable [...] in accordance with efficient call centre prac[...] error correction, good software industry prac[...]

8.1.2 maintain a [...] propriately qualified personnel or available su[...] perform his obligations under this agreement. [...]

8.2 The Customer shal[...] ider as soon as he is reasonably able upon becoming [...] arranty.

8.3 Save as set out [...] hakes no other warranty, term, representation or [...] the Software, the Background Content and the D[...] rvices provided by him under this agreement whethe[...] unctionality or otherwise and in particular, without p[...] g, the Provider does not warrant that even subsequ[...] t the operation of the Software (including where i[...] orm the Documentation) will be uninterrupted or err[...]

8.4 Save as expressly [...] nt all representations, warranties, terms and conditio[...] tten, express or implied by law, custom, statute or [...] g but not limited to satisfactory quality or fitness [...] ose are excluded, save for the statutorily implied te[...]

9. **Liability**

9.1 Notwithstanding an[...] agreement, the Provider's liability to the Customer for [...] from his own negligence or that of his employees, age[...] all not be limited.

9.2 The Provider's enti[...] er in respect of any breach of his contractual obligatio[...] nty, any representation, statement or tortious act or om[...] nce arising under or in connection with this agreement [...] >>.

9.3   The Provider shal[...] [...] Customer for any indirect or
consequential loss [...] [...]er even if the loss is reasonably
foreseeable or the [...] [...]dvised of the possibility of the
Customer incurring [...]

10.   Intellectual Property Righ[...]

The Provider agrees to i[...] [...]against any and all liability, loss,
damage, costs, legal co[...] [...]other expenses of any nature
whatsoever incurred or su[...] [...]r by a third party whether direct,
indirect or consequential a[...] [...]e or contractual, tortious or other
claims or proceedings brou[...] [...]ing infringement of his intellectual
property rights by releases[...] [...]correction, provided that:

10.1   this indemnity shall [...] [...]nent of the third party's intellectual
property rights aris[...] [...]any alteration or modification to
releases, enhancer[...] [...]ons or any part of them ('new
material') by the C[...] [...]t of the use of new material in
combination with h[...] [...]ot supplied or approved by the
Provider;

10.2   in addition to the ab[...] [...]n injunction restraining use by the
Customer of new m[...] [...]of the Customer's legal advisers,
likely to be grante[...] [...]third party, and that opinion is
communicated in w[...] [...]e Provider shall either do all acts
and things to rende[...] [...]nging without affecting any of the
Provider's other du[...] [...]der this agreement, or obtain a
licence from the thi[...] [...]stomer the right to continue using
new material that in[...]

10.3   the Customer shall [...] [...]e Provider of any such claim or
proceeding as soon [...] [...]ollowing receipt of it;

10.4   the Customer shall [...] [...]ability and shall give the Provider
sole authority to de[...] [...]s or proceedings at the Provider's
cost and expense; a[...]

10.5   the Customer shall [...] [...]sonable assistance in connection
with any such claim [...] [...]rovider's cost and expense.

11.   Risk in the Delivered Mat[...]

Risk in enhancements, err[...] [...]es provided under this agreement
will pass to the Customer [...] [...]ctual delivery to the Customer. If
subsequently releases, en[...] [...]rrections are (in whole or in part)
destroyed, damaged or lo[...] [...]on request supply replacements
copies of the lost materi[...] [...]omer paying his then prevailing
charges.

12.   Confidentiality

12.1   During the term of [...] [...]r termination or expiration of this
agreement for any [...] [...]<< >> starting on <<date>>], the
following obligations[...] [...]disclosing confidential information
('the Disclosing Par[...] [...]e Receiving Party').

12.2   Subject to clause 1[...]

12.2.1 may not use[...] [...]ation for any purpose other than
the performa[...] [...]der this agreement;

12.2.2 may not discormation to any person except with the prior writsing Party; and

12.2.3 shall make t the use or disclosure of the confidential i

12.3 The obligations of the provisions of this clause shall not apply to any con

12.3.1 is in the poe free disposal of the Receiving Party or is e in the public domain before its receipt by th

12.3.2 is or becomenon-confidential basis through no fault of the R

12.3.3 is required toplicable law or regulation; or

12.3.4 is received iiving Party from a third party who, on reasonaceiving Party claims to have no obligations oparty to this agreement in respect of it and whoof confidence upon the Receiving Party.

12.4 Without prejudice tmedies the Disclosing Party may have, the Receivinand agrees that in the event of breach of this clauy shall, without proof of special damage, be entitleother equitable remedy for any threatened or actuas of this clause in addition to any damages or other rebe entitled.

12.5 The obligations of tvisions of this clause shall survive the expiry or the ternt for whatever reason.

13. **Term**

This agreement shall contiand thereafter shall automatically continue for successive <(each 'a renewal period') on the same terms and conditiominated in accordance with the provisions of clause 14.

14. **Termination**

14.1 A party ('the Initiate this agreement with immediate effect by written nohe Breaching Party') on or at any time after the occured in clause 14.2.

14.2 The events are:

14.2.1 the Breachinnaterial breach of the agreement and failing tthin <<e.g. 30 days>> starting on the day aftee Initiating Party giving details of the breach ang Party to remedy it;

14.2.2 the Breachinpassing a resolution for its winding up, a court omaking an order for the Breaching Party's windon of a petition for the Breaching Party's windssed within 7 days (other than, in each case, ft amalgamation or reconstruction where the eamalgamation or reconstruction effectively aor assume the Breaching Party's obligations u

14.2.3 the making of <<...>> in relation to the Breaching Party or the appo<<...>> over or an encumbrancer taking possession o<<...>> he Breaching Party;

14.2.4 the Breachin<<...>> ngement or composition with his creditors ge<<...>> plication to a court of competent jurisdiction fo<<...>> ditors generally.

14.3 This agreement ma<<...>> ustomer upon giving not less than <<...>> days' notice <<...>> ice to expire on the last day of the Initial Period or the <<...>> eriod.

14.4 An act or omission <<...>>, is under common control with, or is controlled by a pa<<...>> ch of this agreement on his part if it were an act or om<<...>> be deemed to be a breach of this agreement by the p<<...>>

14.5 Termination of this a<<...>> eason shall not affect either:

14.5.1 the accrued <<...>> e parties arising in any way out of this agreem<<...>> termination and in particular but without limita<<...>> damages against the other; or

14.5.2 provisions e<<...>> agreement, which shall remain in full force and<<...>>

15. Non-solicitation of Staff

The Customer agrees that <<...>> agreement and for an additional period of <<...>> after term<<...>> all not directly or indirectly canvas with a view to offering or p<<...>> offer to contract with or entice to leave any employee of or <<...>> er engaged in the performance of the Services without the pri<<...>> Supplier.

16. Force Majeure

16.1 Neither party shall b<<...>> ch of this agreement or otherwise liable to the other p<<...>> formance or any non-performance of any obligations u<<...>> d the time for performance shall be extended according<<...>> at the delay or non-performance is due to an event or <<...>> e reasonable control of that party ('an event of force n<<...>>

16.2 The party relying o<<...>> nptly notify the other party of the nature and extent <<...>> giving rise to the event of force majeure.

16.3 If the event of forc<<...>> revails for a continuous period in excess of <<e.g. 3>><<...>> on which it began, the other party may give notice t<<...>> this agreement. The notice to terminate must spe<<...>> te, which must be not less than <<e.g. 30>> days <<...>> the notice to terminate is given. Once a notice to <<...>> alidly given, this agreement will terminate on the ter<<...>> he notice. Neither party shall have any liability to the o<<...>> ation of this agreement due to an event of force maj<<...>> bilities that have accrued before termination shall no<<...>>

17. Waiver

17.1 A waiver of any t<<...>> ition of this agreement shall be

effective only if give   by the waiving party and then only in the instance and   it is given.

17.2   No failure or delay   in exercising any right, power or privilege under this   e as a waiver of it, nor shall any single or partial ex   , power or privilege preclude any other or further ex   cise of any other right, power or privilege.

17.3   No breach of any p   nt shall be waived or discharged except with the exp   e parties.

18.   **Notices**

18.1   Any notice, deman   tion given or made under or in connection with the   y this agreement shall be in writing and shall be deliver   fax or prepaid first class post (air mail if posted to or f   United Kingdom):

in the case of the C

<<address>>

Fax:

Attention:

in the case of the P

<<address>>

Fax:

Attention:

and shall be deeme   n or made as follows:

18.1.1   if personally   y at the address of the relevant party,

18.1.2   if sent by firs   s days after the date of posting;

18.1.3   if sent by air   er the date of posting; and

18.1.4   if sent by fax

provided that if, in   ve provision, any notice, demand or other communica   deemed to be given or made after 1700 hours, it shall   n or made at the start of the next business day.

18.2   A party may notify t   reement of a change to his name, relevant addressee   r for the purposes of the above clause provided tha   nly be effective on:

18.2.1   the date spe   s the date on which the change is to take place

18.2.2   if no date is   cified is less than 5 business days after the dat   n, the date falling 5 business days after notice   een given.

19.   **Invalidity and Severability**

19.1   If any provision   or becomes invalid, illegal or unenforceable in a   law of any jurisdiction, whether

pursuant to any jud

19.1.1 the validity, [...] y under the law of that jurisdiction of any other [...]

19.1.2 the validity, [...] ility under the law of any other jurisdiction o[...]ion,

shall not be affected

19.2 If any provision of t[...] be void or declared illegal, invalid or unenforceable fo[...]r, that provision shall be divisible from this agreemen[...] o be deleted from this agreement and the validity of t[...] shall not be affected. If any such deletion materially a[...] of this agreement, the parties shall use their best ende[...]ood faith with a view to agreeing a substitute provision[...]eflecting the commercial intention of the parties.

20. **Entire Agreement and Va[...]**

20.1 This agreement e[...]rth the entire agreement and understanding of [...]sedes all prior oral or written agreements, unders[...]ts relating to the subject matter of this agreement. Ne[...]titled to rely on any agreement, understanding or a[...]y set forth in this agreement save for any representati[...]

20.2 Unless otherwise [...]ewhere in this agreement, this agreement may be [...]t signed by both of the parties.

21. **Assignment**

21.1 Subject to the prov[...]either party shall assign, transfer, sub-contract, or in [...]over to any third party the benefit and/or burden of th[...] prior written consent of the other, which consent sha[...]ithheld or delayed. In particular, and without prejudic[...]ality, the Provider shall not assign, transfer, sub-contra[...]r make over to any third party any of the software licer[...]mer without first demonstrating to the Customer's rea[...]t the third party will be able to maintain that softwa[...]

21.2 The Customer, if a [...]d without the prior written consent of the Provider to a[...]tract or in any manner make over the benefit or burde[...]n affiliate or to any company with which it may merge[...]hich it may transfer its assets and undertaking, provid[...] other company undertakes and agrees in writing to [...]erform the rights, powers, duties and obligations of t[...]rovisions of this agreement being assigned, transferre[...]r.

22. **Relationship of the Partie[...]**

Nothing in this agreemen[...] by the parties pursuant to this agreement shall constitute[...]stitute, the parties a partnership, association, joint venture, t[...]r any other co-operative entity.

23. **Governing Law and Juris**

23.1 This agreement, a   oversy, proceedings or claim of whatever nature ari   y relating to this agreement or its formation, shall be   ed in accordance with the laws of England.

23.2 The parties irrevoc   usive jurisdiction of the courts of England to hear an   ction or proceedings or settle any disputes arising out   this agreement and to enforce any judgement against t

24. **Exclusion of third party r**

The Contracts (Rights of Th   all not apply to this agreement and no person other than the p   shall have any rights under it, nor shall it be enforceable unde   other than the parties to it.

IN WITNESS WHEREOF this Ag executed the day and year first before written

SIGNED by

<<Name and Title of person signin for and on behalf of <<Customer N

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

SIGNED by

<<Name and Title of person signin for and on behalf of <<Provider Na

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

Customers	
Effective Date	
Fee(s)	
Initial Term	
Provider Software	
Third Party Software	
Host Equipment	
Site	
[Customers Authorised Personnel	]
Support Line Telephone Number(s)	
Support Email Address	
[Support Manager	]
Background Content Supported	Yes / N
Provider's Scale	