

FRAMEWORK AGREEMENT

FOR THE SUPPLY OF INFORMATION TECHNOLOGY INFRASTRUCTURE AND DELIVERY SERVICES

DATE:

This Framework Agreement is effective on _____

PARTIES:

FORDWAY SOLUTIONS LIMITED (registration no. 02640206), a company incorporated in England and Wales whose registered office is at Hambledon House, Catteshall Lane, Godalming, Surrey GU7 1JJ ("Fordway", "We", or "Us");

AND

[CUSTOMER NAME] whose principal place of business/registered office is at [CUSTOMER ADDRESS] ("Customer" or "You")

each a "party" and collectively the "parties".

0. BACKGROUND

- (A) We are a leading independent cloud services, IT infrastructure and integration specialist.
- (B) You wish to engage Our services in your business operations.
- (C) We agree to supply and You agree to take and pay for the services, as more particularly set out in a Statement of Work (as defined below) subject to the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including a Statement of Work and the Annexes) the following expressions shall have the following meanings:

Agreement	means this Framework Agreement, inclusive of any Statement of Work and applicable Annexes;
Annex	means an annex to a Statement of Work which further sets out and identifies the details of the Services (including, where relevant, Software or Hardware) provided or supplied, and any additional terms agreed between the parties;

Confidential Information	means any and all proprietary information, know-how, ideas, concepts, trade secrets, designs, specifications, manuals, computer programs, data whether of a business, financial, technical or non-technical nature and whether existing in hard copy form, on computer disk or non-volatile memory or otherwise which is confidential and/or held in confidence by the disclosing party;
Customer System	means variously, Your computer equipment, operating system, computer network infrastructure hardware and/or associated telecom links and networks;
Documentation	means documents (in hard or soft-copy form) or on-line help (provided in any media) as well as any drawing or diagram, tape, disk or other device embodying data in any form, relating to the Services;
Effective Date	means, as the context denotes, the date upon which this Agreement or a relevant Statement of Work commences, as set out on the signature page of the Agreement or as shown on the relevant Statement of Work;
Event of Insolvency	means the situation in which a party (i) becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, or is unable to pay its debts as and when they become due; or (ii) enters into any compound with creditors; or (iii) has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction); or (iv) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of the other party's assets or business; or (v) suspends or ceases to continue its business; (vi) 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 to its debts; or (vi) an analogous event occurs in respect of a party in any jurisdiction to which that party is subject;
Fees	means the fees for the Services (as more particularly identified in the applicable Statement of Work, including where relevant for Software and/or Hardware) and any other fees, charges costs and expenses arising under this Agreement;
Framework Agreement	means this framework agreement, without reference to the Statement(s) of Work or applicable Annexes;
Hardware	means the hardware to be supplied, if any, specified in Annex 5 of an applicable Statement of Work;
Infrastructure Support Services	means the support and maintenance services to be supplied, if any, specified in Annex 4 of an applicable Statement of Work;
Initial Term	means [12 months from the Effective Date of this Agreement];
Input Materials	means any document or other materials and data or other information provided by You in connection with the relevant Service;
Intellectual Property Rights	means all intellectual and industrial property rights, including patents, trademarks, logos, brand, company names, rights in databases, rights in designs, inventions, discoveries, know-how and copyrights (including rights in computer software) (whether or not any of these is registered and including applications for registration or rights to claim priority of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
IT Consultancy Services	means the consultancy services which may include, but shall not be limited to, implementation, configuration, integration and or general IT consultancy services, and as more particularly set out in Annex 2 of an applicable Statement of Work;
IT Transformation Services	means services such as data management, server and storage consolidation, flexible working, desktop virtualisation, infrastructure optimisation and green IT, and as more particularly set out and identified in Annex 3;

Cloud Services	means on-demand network access to a secured shared pool of computing resources (such as networks, servers, storage, applications and services) as more particularly set out in Annex 1 of an applicable Statement of Work;
Output Material	means any Documentation or other materials and all other data or other information provided by Us relating to a Service;
Services	means the Cloud Services, the IT Consultancy Services; the IT Transformation Services; the Infrastructure Support , as well as any other general or related services (including, where relevant, Software or Hardware), each as more particularly set out in a Statement of Work and applicable Annexes;
Service Location	means the location(s) where the Services will be provided as set out in a Statement of Work;
Software	means the software programs and applications supplied under this Agreement subject to third party licenses, if any, as specified in Annex 5 of an applicable Statement of Work;
Specification	means each specification for the applicable Service, if any, as set out in the relevant Documentation and/or the Statement of Work/Annex;
Statement(s) of Work	means the document setting out and specifying in an applicable Annex, the details of the particular Services (and where applicable any Software and/or Hardware) to be supplied under this Agreement;

- 1.2 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Agreement the same shall not have effected a substantive change to that provision.
- 1.3 The headings in this Agreement are for ease of reference only and shall not in any way affect the construction or interpretation of any provision to which they refer.
- 1.4 Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association.
- 1.5 References to any party shall include its personal representatives lawful successor in title and permitted assigns.
- 1.6 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2. FRAMEWORK AGREEMENT AND STATEMENT OF WORK

- 2.1 This Framework Agreement is a framework agreement, the terms of which are to be incorporated into each Statement of Work (and applicable Annexes).
- 2.2 This Framework Agreement shall become effective on the date set out on its signature page and shall continue, unless otherwise terminated in accordance with clause 10, for the Initial Term, after which it shall automatically renew on an annual basis until terminated by either party giving not less than [six months] notice.

- 2.3 The Services to be provided to the Customer will be detailed in the Statement of Work at Schedule A. The Customer may from time to time request the provision of further Services and if Fordway agrees to provide such Services then a further Statement of Work in the form identified in Schedule A may be agreed. All Statements of Work are automatically made on the terms of this Framework Agreement and any changes from the form of the Statement of Work identified in Schedule A must be mutually agreed in writing and incorporated into the Statement of Work or attached as a signed variation to the Statement of Work.
- 2.4 Each Statement of Work constitutes a separate agreement on the terms of this Framework Agreement and the applicable Annex. The Effective Date and the term of each Statement of Work shall be as set out in that Statement of Work. Termination of any one Statement of Work shall not affect termination of any other Statement of Work (although this shall not prevent more than one Statement of Work being subject to termination if termination circumstances apply to them). The limitations of liability in clause 11 cover this Framework Agreement including all the Statements of Work (and their Annexes) in aggregate.
- 2.5 If there is any conflict or inconsistency between any provision of this Framework Agreement and any Statement of Work the terms of this Framework Agreement shall prevail unless specifically stated in writing and signed by both parties in a Statement of Work with reference to this clause 2.6, in which case the terms of the relevant Statement of Work shall prevail.
- 2.6 Except as set out in this Agreement, all dates and timescales given or agreed to by Us in respect of a Statement of Work shall be estimates only.

3. SERVICES

- 3.1 In the event that You elect to receive any particular Services from Us, this clause 3 shall apply in respect of such Services which shall be as more particularly set out and specified in the applicable Statement of Work.

(a) CLOUD SERVICES

We shall provide the Cloud Services requested by You which are agreed in a Statement of Work. The terms set out in an applicable Annex 1 shall apply to the provision of the Cloud Services identified in addition to the terms in this Framework Agreement.

(b) IT CONSULTANCY SERVICES

We shall perform the IT Consultancy Services specified in the applicable Statement of Work. The terms set out in the applicable Annex 2 shall apply to the provision of the IT Consultancy Services identified in addition to the terms in this Framework Agreement.

(c) IT TRANSFORMATION SERVICES

We shall provide the IT Transformation Services requested by You which are agreed in a Statement of Work. The terms set out in the applicable Annex 3 shall apply to the provision

of the IT Transformation Services identified, in addition to the terms in this Framework Agreement.

(d) INFRASTRUCTURE SUPPORT SERVICES

We shall provide the Infrastructure Support Services requested by You which are agreed in a Statement of Work. The terms set out in the applicable Annex 4 shall apply to the provision of the Infrastructure Support Services identified, in addition to the terms in this Framework Agreement.

- 3.2 We will perform all Services using reasonable skill and care in accordance with good industry practices and will use appropriately skilled and qualified personnel.

4. SOFTWARE

- 4.1 If agreed between You and Us in a particular Statement of Work, We shall provide the Software requested by you under the software licence terms provided by the third party licensor of such Software, copies of which shall be provided to You. The terms set out in an applicable Annex 5 to a Statement of Work shall also apply to the supply of such Software in addition to the terms in this Framework Agreement. You acknowledge and agree that you shall be responsible for complying (and ensuring compliance of all permitted users) with all terms and conditions relating to the use of such Software. The terms set out in an applicable Annex shall apply to the supply of such Hardware in addition to the terms in this Framework Agreement.
- 4.2 You acknowledge that the Software and any associated documentation, are provided on an "as is" basis and (unless specifically agreed in an applicable Statement of Work) have not been prepared to meet Your individual requirements and that it is Your responsibility to ensure the facilities and functions described in the documentation and any applicable Specification meet Your requirements.
- 4.3 Except to the extent such actions cannot be lawfully prevented, You shall not (nor permit any third party to) disassemble, decompile, modify, adapt, reverse engineer, merge or make error corrections to the Software, in whole or in part, or in any way expose the source code, instruction sequences, internal logic, protocols, or algorithms of the Software. Where You are taking Software on a "software as a service" (SaaS) basis, You may access it only through published interfaces and APIs using authorised logins. Nothing in this clause shall prevent You from configuring interfaces and other elements in Software which are intended to be configured by You.
- 4.4 You acknowledge that You have no right to have any access to the Software in source code form, or in unlocked coding of any kind. You agree that You must not attempt in any way to (nor permit any third party to) remove or circumvent any security devices present within the Software which are intended to protect the facility and integrity of the Software and You agree

not to use any systems, processes or software in connection with the Software which are intended to circumvent such protections.

- 4.5 You are responsible for using reasonable endeavours in accordance with good industry practice to prevent the introduction of any known computer viruses into your Customer System and will check each release of any Software that you are using with the same diligence as would be expected from an organisation similar to You using current virus scanning software from time to time.

5. HARDWARE

- 5.1 If agreed between You and Us in a particular Statement of Work, We shall supply the Hardware requested by You. The terms set out in an applicable Annex shall apply to the supply of such Hardware in addition to the terms in this Framework Agreement.
- 5.2 Any sales descriptions or similar relating to the Hardware are issued for illustrative purposes only and We reserve the right (but not the obligation) to correct any errors or omissions from such materials without any liability to You. We also reserve the right to make changes to the Hardware specified in a Statement of Work when necessary to comply with regulatory or statutory obligations or when such changes will not materially affect the quality or performance of the Hardware.
- 5.3 We shall deliver the Hardware to You at the location and time agreed with you in the Statement of Work. Any delivery date or time identified is approximate only and time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Hardware that is caused by:
- 5.3.1 events, circumstances or causes beyond Our reasonable control; or
 - 5.3.2 Your failure to provide to Us adequate delivery instructions or any other instructions that are relevant to the sale and/or delivery of Hardware.
- 5.4 If You fail to take delivery of the Hardware when due, We may charge reasonable costs of storage and for redelivery from the delivery date until delivery is completed.
- 5.5 Unless otherwise specified in a Statement of Work, you are responsible for taking reasonable steps to prepare for the delivery of the Hardware. You shall be deemed to have accepted the Hardware when you have had [seven] days to inspect it after delivery and you have not notified us in writing of any defect during this period.
- 5.6 We warrant that on delivery the Hardware will be new (except as otherwise specified) and of satisfactory quality and fit for any particular purpose specified in a Statement of Work. If you notify us of any defect within seven days of delivery and afford Us a reasonable opportunity to inspect the Hardware and such inspection confirms the defect then we shall, at our option,

arrange for the repair or replacement of the Hardware. We will also use reasonable endeavours to transfer to you the benefit of any manufacturer or other third party guarantee, warranty or indemnity provided by the party supplying the Hardware to Us. These warranties are in lieu of all other express or implied warranties and once you have accepted the Hardware in accordance with clause 5.5, Your sole remedy for breach of these warranties will be to make a claim under any manufacturer or third party warranty specified in a Statement of Work. We shall not in any event be liable for any damage or defect to the Hardware caused by improper use of the Hardware or use outside its normal application.

5.7 Risk of damage to or loss of the Hardware passes to You on delivery. The Hardware shall remain Our property as legal and equitable owner and no property in or title to the Hardware shall pass to You until you have fully paid the Fees due in respect of the Hardware, either in cash or cleared funds. Whilst the ownership of the Hardware remains with Us, You shall:

5.7.1 ensure you store it on Your premises separately from Your own goods and property (or those of any other person) and attach a notice or otherwise mark the Hardware in a manner which makes them readily identifiable as Our property;

5.7.2 not remove, deface or obscure any identifying mark on or relating to the Hardware;

5.7.3 maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price from the date of delivery.

5.8 We may recover the Hardware (or any of it) in which title has not yet passed to You. You irrevocably license Us (and our officers, employees and agents) to enter any premises of Yours (including vehicles) in order to satisfy Ourselves that You are complying with the obligations this clause 5 and to recover any Hardware in which property has not passed to You.

6. CUSTOMER OBLIGATIONS AND ACKNOWLEDGMENTS

6.1 You must:

6.1.1 appoint a representative with responsibility and authority for all matters relating to this Agreement (and each Statement of Work) and this representative will be identified in the Statement of Work; and

6.1.2 ensure that the Customer Systems (and/or any software not supplied by Us) comply with the agreed specification as set out in the relevant Statement of Work and that you have the proper authority/licences to use such Customer Systems.

6.2 You must, in response to Our reasonable requests to facilitate the fulfilment of this Agreement (and each Statement of Work), provide or make available to Us, free of charge:

- 6.2.1 access to the areas in which the Services are to be performed at the Service Location, including authorised access to the Customer Systems or systems licensed to You to enable Our staff and associates (or where relevant sub-contractors) (together, "Personnel") to perform the Services and so that We can ensure that You are complying with the terms of this Agreement;
 - 6.2.2 access to appropriately qualified and experienced personnel familiar with the Customer Systems, equipment, programmes and operations who shall reasonably co-operate with Our Personnel;
 - 6.2.3 such documentation, information, data and computer facilities (including but not limited to data preparation facilities, storage and computer consumables); and
 - 6.2.4 remote access for Us to access the Customer Systems.
- 6.3 You acknowledge and agree that:
- 6.3.1 Our ability to deliver the Services depends upon Your full and timely cooperation, as well as the accuracy and completeness of any Input Materials that You provide. We are not responsible for any loss suffered by You if You do not provide Us with this access, cooperation and Input Materials. You accept that the very nature of the Services may necessitate disruption to Your staff and business processes in order to accommodate the implementation.
 - 6.3.2 You remain responsible for all actions and inactions of any third party provider directly in Your control or with whom You have a contractual relationship and with whom We will be or are reliant upon to fulfil Our obligations under this Agreement (or a relevant Statement of Work).
 - 6.3.3 We will be relying upon the accuracy of all representations, statements, information, and Input Materials supplied by You in connection with the Services and that We shall be under no obligation to test, check or confirm the accuracy of any such representations, statements or Input Materials prior to performing the Services unless set out in the Statement of Work. We accept no responsibility or liability whatsoever for or resulting from any Input Materials prepared and/or supplied by You or a third party on Your behalf.

7. FEES AND PAYMENT

- 7.1 You agree to pay Fees without deduction or set off and in accordance with the terms set out in this Agreement (and as may be further specified in each Statement of Work). All Fees and other charges are exclusive of VAT (and any other applicable sales taxes and duties) which will be added at the appropriate rate.

- 7.2 Unless otherwise agreed in writing in a Statement of Work, we shall be entitled to Invoice you at the end of each calendar month for the Services provided during that month. You must pay each invoice We submit to You in full and cleared funds within 30 days of receipt. The time for payment is of the essence.
- 7.3 If You request Software from Us, You must pay the relevant Fees prior to accessing the Software and You shall pay any subsequent licence or access Fees in advance of the expiry of the then current licence, or as directed in an applicable Statement of Work. The Software licence Fees are non-refundable. We have the right to pass on to You any Fee increases from the licensor relating to the Software upon reasonable written notice to You.
- 7.4 We reserve the right to increase the Fees once in any 12 month period on giving thirty (30) days' prior written notice to You.
- 7.5 Unless agreed in writing in a Statement of Work, the Fees do not include travel, accommodation, subsistence and the cost of materials and third party services or reasonable out of pocket expenses (collectively "Expenses"). You shall reimburse Us for any reasonable Expenses that We necessarily incur in connection with the provision of the Services. Overnight stays will be charged at cost plus an administrative uplift of 10% per night plus [£30] subsistence. Mileage rates to be calculated at a rate of [£0.45] per mile. Services and mileage rates may be revised by Us from time to time. Any such changes will be notified to You, either at the time that You request further Services, or by the distribution of the revised published rates. Unless otherwise agreed in writing in a Statement of Work, we shall be entitled to Invoice you at the end of each calendar month for Expenses incurred during that month. You must pay each invoice We submit to You in full and cleared funds within 30 days of receipt. The time for payment is of the essence.
- 7.6 If We are delayed or impeded or obliged to spend additional time or incur additional expenses in the performance of any of Our obligations under this Agreement by reason of Your act or omission or that of Your employees, agents, contractors or subcontractors (including the provision by any such person of any incorrect or inadequate data, information or instructions) then, notwithstanding anything else contained in this Agreement or Statement of Work, You will pay Us, at our then current standard rates, for any additional time that We spend and any expenses that We reasonably incur in carrying out such obligations and which are caused or rendered necessary by such act or omission and any target time specified for the performance by Us of any of Our obligations shall be extended accordingly.
- 7.7 Interest shall be payable on overdue invoices at a rate of 4% per annum above the current base rate of the Royal Bank of Scotland time from the due date for payment until We receive the full amount and shall accrue at such rate after as well as before any judgement.

7.8 In the event that You fail to make any payment when due, without affecting any other rights which We may have, We shall be entitled, at our discretion, to exercise all or any of the following rights:

- 7.8.1 suspend/withhold performance of the Service or any part until paid;
- 7.8.2 deduct outstanding sums from any sums owed by Us to You under this Agreement;
- 7.8.3 charge interest on the overdue amount in accordance with clause 7.6 above; and/or
- 7.8.4 terminate this Agreement, or the relevant Statement of Work, in whole or in part, without liability to You.

8. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 8.1 You acknowledge that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the Software, Hardware, Services and Output Materials supplied belong at all times to Us or Our licensors.
- 8.2 Nothing in this Agreement shall transfer any Intellectual Property Rights in or arising from the Software, Hardware, Services or Output Material to You but these shall remain vested in Us or Our licensors, and no rights to use any such Intellectual Property Rights are granted to You, except as expressly stated in this Agreement or the relevant Statement of Work. If, notwithstanding this, any Intellectual Property Rights in or arising from the Software, Hardware, Services and/or Material Output are acquired by You (including any new Intellectual Property Rights), You hereby assign them to Us (and to the extent that any such Intellectual Property Rights are not capable of such assignment, agree to hold on trust) and agree to do all such things and sign all such documents as We may reasonably require in respect of the assignment of all such Intellectual Property Rights to Us or Our licensors as may be appropriate.
- 8.3 We warrant that We are not aware as at the date of this Agreement that the Software, the Output Material, information, data, computer facilities or material that We supply, or any provision of the Services or Your use of the same in accordance with the terms of this Agreement infringes any third party's Intellectual Property Rights ("**Infringement Claim**") but you acknowledge and agree that We have not carried out any investigation into the same.
- 8.4 If an Infringement Claim is alleged or threatened against either You or Us, or if We believe that the Software, Hardware, Services or the Output Material or any part thereof may infringe any third party's copyright or UK registered patent (effective at the date of this Agreement), We may, at our sole discretion and option, (i) procure such licence, authorisation or consent as is necessary to enable Your continued use of the Software and/or the Output Material; (ii) modify or replace the same as necessary to avoid infringement without any material adverse effect to

the functionality of the Software or the Services; or (iii) terminate this Agreement (or any part of it) and/or the affected Statement of Work.

- 8.5 We shall only be liable under the terms of this Agreement for an Infringement Claim or alleged Infringement Claim if (i) You promptly notify Us of any infringement or alleged infringement of which You have notice; (ii) You make no admission as to liability or agree any settlement of such claim without Our prior written consent; (iii) You allow Us (or a relevant third party supplier), at Our expense, to conduct and/or settle all negotiations and litigation arising from any claim or action relating to the alleged infringement; and (iv) You, at Our expense, give Us (or a relevant third party supplier) such reasonable assistance as may be requested in such settlement or negotiation.
- 8.6 We shall have no liability for any Infringement Claim or alleged Infringement Claim to the extent such claim (i) arises from possession, use, development, modification, or operation of the Services or Software or Hardware (or part thereof) by You other than in accordance with the terms of this Agreement or the relevant Statement of Work; (ii) failure by You to take any corrective action directed by Us; or (iii) is based upon any item provided by You and incorporated into the Software (or Services or Hardware) at Your request.
- 8.7 You shall indemnify Us against all costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against Us arising out of or in connection with any claim that Our use or access of the Customer System pursuant to this Agreement infringes the Intellectual Property Rights of any third party.
- 8.8 Where applicable and to the extent necessary You hereby grant to Us for the term of the relevant Statement of Work a non-exclusive, irrevocable and royalty-free licence to use the Customer Systems and the Input Materials and any personal data you hold on behalf of yourselves or third party customers for the sole purpose of the provision of the Services in accordance with this Agreement.

9. CONFIDENTIAL INFORMATION

- 9.1 During the performance of this Agreement it may be necessary for either or both of the parties (a "**Disclosing Party**") to disclose Confidential Information to the other party (the "**Receiving Party**"). The parties wish to protect their respective Confidential Information from unauthorised disclosure and use, and to define their mutual rights and obligations in respect of the Confidential Information.
- 9.2 Each party undertakes to maintain as confidential any and all Confidential Information of the Disclosing Party that it may acquire as Receiving Party in any manner and not to cause or permit such Confidential Information to be disclosed to any third party (other than as permitted in Clause 9.5 below) without the prior express written permission of the Disclosing Party, and to use all Confidential Information disclosed to it as Receiving Party, (i) in Our case

for no purpose other than providing the Services under this Agreement; and (ii) in Your case, for no purpose other than Your proper performance of this Agreement.

- 9.3 The requirements of non-use, confidentiality and non-disclosure that would normally apply to the Receiving Party under clause 9.2 above shall not apply, however, to Confidential Information which the Receiving Party can demonstrate by competent evidence:

- 9.3.1 is already known to the Receiving Party prior to the Effective Date of this Agreement; or
- 9.3.2 is or becomes public knowledge other than through the Receiving Party's breach of this promise of confidentiality; or
- 9.3.3 is independently developed by the Receiving Party without making use, either directly or indirectly, of Disclosing Party's Confidential Information; or
- 9.3.4 is received by the Receiving Party in good faith from a third party not in violation of an obligation of confidentiality; or
- 9.3.5 the Receiving Party discloses pursuant to a requirement of law, provided that, where reasonably practicable, the Receiving Party shall first notify the Disclosing Party of such a requirement in a timely manner, so that the Disclosing Party may seek a protective order or similar relief.

- 9.4 For the avoidance of doubt, if only part of any Confidential Information falls within one or more of the exceptions set out in clause 9.3, then the remaining part of such Confidential Information shall continue to be subject to the obligations of confidence and non-use set out in this Agreement.

- 9.5 In order to comply with its obligations set out in this clause 9, the Receiving Party shall take all reasonable steps necessary to prevent the unauthorised disclosure or use of any of the Disclosing Party's Confidential Information including:

- 9.5.1 allowing access to the Disclosing Party's Confidential Information exclusively to those employees and contractors of the Receiving Party who have reasonable need to see it and use it for the performance of the Services and the Receiving Party shall inform each of such employees and contractors of the confidential nature of the Confidential Information and of the obligations imposed on the Receiving Party in respect of it; and
- 9.5.2 procuring that all of its employees and contractors having access to the Disclosing Party's Confidential Information shall be subject to the confidentiality obligations hereunder and shall have entered into written undertakings of confidentiality and non-use at least as restrictive as provided for in this clause 9.

- 9.6 Other than any express licences or assignments provided for elsewhere in this Agreement, nothing herein confers any right, licence or assignment in respect of a party's Confidential Information.

10. TERMINATION AND SUSPENSION

- 10.1 If a party is in material or persistent breach of its obligations under this Agreement or a Statement of Work which is incapable of remedy or if capable of remedy, fails to remedy the same within 30 consecutive days (unless otherwise agreed between the parties acting reasonably) of written notice to do so by the other party, the other party may, without prejudice to its other rights and remedies and at its option, terminate by written notice, setting out full details, the Agreement or the affected Statement of Work (or both, as applicable), or any affected element of the Software or Services provided under it.
- 10.2 Either party may terminate this Agreement with immediate effect on written notice if the other party is subject to an Event of Insolvency.
- 10.3 We may suspend the Services immediately if You do not pay the Fees by the due dates. Suspension does not relieve you of any liability to pay the Fees.
- 10.4 The termination of this Agreement or any Statement of Work in whole or in part for whatever reason shall not (i) affect any provision of this Agreement which is expressed, or by its nature, implied to continue, survive or come into force in the event of such termination (including, but not limited to, clauses 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15); or (ii) any right or liabilities which have accrued prior to the dates of termination.
- 10.5 Upon termination (or expiry) of this Agreement or any Statement of Work in whole or in part for any reason:
- 10.5.1 You shall pay to Us immediately: (i) any Fees specified in the relevant Statement of Work(s) that have been incurred by You and duly account to Us at the date of termination/expiry any that have not already been received by Us; (ii) at Our discretion, an additional amount to reflect overall an equitable proportion of the total fees specified in the relevant Statement of Work commensurate to the proportion of the terminated Services carried out by Us prior to the date of termination; and (iii) any costs, fees and expenses that We have incurred prior to the date of termination and which cannot reasonably be cancelled; and
- 10.5.2 You shall cease all use of and access to the Services, Output Materials, Confidential Information (and, if applicable the Software) and shall, at Our request, return or destroy as soon as reasonably practicable any copies of the Software or Output Material, or Confidential Information You may have received from Us in connection with this Agreement except that You shall be entitled to retain one copy of such

information in Your records solely for ensuring Your continued compliance with any continuing obligations under this Agreement.

11. LIMITATION OF LIABILITY

- 11.1 Unless expressly set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 11.2 Subject to clause 11.4, the total liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, including in relation to an Infringement Claim, arising in connection with this Agreement or any Statement of Work shall be limited to an amount equal to 125% of the Fees paid or payable to Us pursuant to the relevant Statement of Work under which the liability arose.
- 11.3 Subject to clause 11.4, neither party shall be liable for any misrepresentation (other than fraudulent misrepresentation), loss of profits, loss of business, depletion of goodwill and similar losses, loss of anticipated savings, loss of goods, loss of contract or loss of use (in each case whether direct or indirect) nor for any special, indirect or consequential loss or damage suffered by the other in connection with this Agreement.
- 11.4 Nothing in this Agreement shall limit or exclude either party's liability for (i) death or personal injury resulting from negligence; (ii) fraud; (iii) Your obligation to pay the Fees under this Agreement; or (iv) any other liability which may not be properly limited or excluded under applicable law.
- 11.5 We shall not be liable to You or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of Our obligations in relation to a Service, if the delay or failure was due to any cause beyond Our reasonable control.
- 11.6 If We are prevented or delayed in the performance of Our obligations under this Agreement by any cause beyond Our reasonable control, We shall be entitled without liability to You (if we have notified You within a reasonable period of the occurrence of such cause) to extend the time for its performance by a period equivalent to that during which its performance has been delayed or prevented by such cause.

12. NON SOLICITATION

- 12.1 We each agree that for the duration of this Framework Agreement and for the period of six months from termination of this Framework Agreement or a relevant Statement of Work neither You nor We shall, without the prior written agreement of the other party, knowingly employ or engage on any basis or offer such employment or engagement to any staff of the other party who have been associated with the performance of the Services and their provision

to You (including, where relevant the implementation of the Software) provided that employment or engagement of any member of the other's staff pursuant to a bona fide recruitment campaign shall not be a breach of this clause.

- 12.2 Any consent given in accordance with clause 12.1 shall be subject to the party seeking consent paying the other party an amount equal to 3-month's gross salary of the person employed (calculated as at the date of termination of that staff member's employment) and the parties acknowledge and accept that this payment is by way of liquidated damages and that it is a genuine pre-estimate of the likely loss a party will suffer as a result of the other party engaging a member of its staff.

13. DATA PROTECTION

- 13.1 Each party undertakes to comply with their respective obligations under the Data Protection Act 1998.
- 13.2 If We process any personal data on Your behalf when performing Our obligations under this Agreement, we each record our intention that You shall be the data controller and We shall be data processors and in any such case:
- 13.2.1 You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully process the personal data in accordance with the Agreement on Your behalf;
 - 13.2.2 We shall process the personal data only in accordance with the terms of the Agreement and any instructions reasonably given by You from time to time and You shall indemnify and hold Us harmless against any claims made against Us as a result of acting in accordance with Your instructions;
 - 13.2.3 We shall not do anything which We reasonably understand would cause You or Us to be in breach of the Data Protection Act 1998; and
 - 13.2.4 each of us shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

14. DISPUTE RESOLUTION

- 14.1 This clause shall not apply to any unpaid Fees which, for the avoidance of any doubt, shall be deemed to be a material breach and shall be dealt with under clause 10.1 or clause 7.8, at our sole discretion.
- 14.2 If a dispute arises between You and Us in relation to any other matter the representatives for each of us in relation to the applicable Statement of Work shall, in the first instance attempt to

agree a resolution for such dispute. If after 30 consecutive days (or such other time as the parties may agree in writing) such representatives, each acting reasonably, are unable to resolve the dispute, You and We shall arrange for a senior representative to attend one or more meeting solely in order to resolve the matter in dispute. Such meetings shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.

- 14.3 If the senior representatives are unable to resolve the matter in question within 30 consecutive days (or such other time as the parties may agree in writing) then we will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed between us. To initiate a mediation either of us may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or agreed equivalent mediation organisation asking them to nominate a mediator. The mediation shall commence within 28 consecutive days of the Mediation Notice being served. Neither of the parties will terminate such mediation until each of us has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of the other agreed model mediation procedure). Neither of us will commence legal proceedings against the other until 30 consecutive days after such mediation of the dispute in question has failed to resolve the dispute. Each of us will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or, in the absence of such determination, such costs will be shared equally.
- 14.4 In the event that the dispute is not resolved in accordance with clause 14.2 or 14.3, the dispute may be referred by either party to the English courts and the parties submit to the non-exclusive jurisdiction for that purpose.

15. GENERAL

- 15.1 Any variation/amendment of this Agreement must be in writing, referenced to this Agreement, and signed by an authorised representative of both parties.
- 15.2 Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by anybody of competent jurisdiction to be illegal invalid or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect. Each of us hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

- 15.3 We each confirm our intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the application of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or a Statement of Work.
- 15.4 This Agreement constitutes the entire agreement between You and Us with respect to the subject matter of this Agreement and supersedes any and all prior agreements, statements, purchase orders, covenants, understandings, representations, warranties and undertakings, whether written or oral, made between us regarding such matters but not embodied in this Agreement, save that the foregoing shall not exclude any misrepresentation which was made fraudulently. You acknowledge and accept that in entering into this Agreement You have not relied on any pre-contractual statement.
- 15.5 You agree that We may refer to You as a client in Our marketing and public relations materials.
- 15.6 If due performance of this Agreement by either party is affected in whole or in part by any reason or any event, delay or failure beyond the reasonable control of such party, such party shall give prompt notice to the other party and shall be under no liability for any loss, damage, injury, or expense of whatever kind, howsoever caused, suffered by the other party due to the affected performance. Such party shall use reasonable efforts to avoid or overcome the causes affecting performance as soon as it becomes practical to do so.
- 15.7 You shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of Your rights or obligations under this Agreement, or purport to do so, without Our prior written consent, such consent not to be unreasonably delayed or withheld provided that You may transfer or assign this Agreement to any successor in interest in the event of a sale or merger, provided that you give Us reasonable prior written notice and the successor in interest could not reasonably be considered a competitor of Ours. We shall be entitled to assign, transfer or otherwise dispose of the benefit or burden of this Agreement. You acknowledge and agree that some Services may be provided by Us using third parties, details of which will be set out in the relevant Statement of Work.
- 15.8 Any failure to exercise or delay by either of us in exercising a right or remedy arising in connection with this Agreement shall not constitute a waiver of such right or remedy or of any other rights or remedies.
- 15.9 Nothing in this Agreement shall constitute a partnership, joint venture, representative or agency relationship between us or be construed or have effect as constituting any relationship of employer and employee between You and Us. Neither of us shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.
- 15.10 Neither of us shall without the prior written consent of the other party (during and after termination of this Agreement) use (other than in the performance of this Agreement) or disclose to any other person any Confidential Information of the other party, except that any

obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required (though only to the extent required) by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such.

15.11 This Agreement may be executed in any number of counterparts, each of which when executed by one or more parties hereto shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.

15.12 Any document notice claim or demand to be given served or made by either party to the other in connection with this Agreement shall be sufficiently given served or made by delivering or sending the same by hand or courier, pre-paid first class recorded delivery, or email to the registered office or the aforesaid address of the party to whom it is addressed. Any such document notice claim or demand shall be deemed to be given served or made:

15.12.1 if delivered by hand, at the time of delivery;

15.12.2 if sent by courier, at the expiration of 12 hours of the same having been despatched;

15.12.3 if posted, at the expiration of 2 Business Days after the envelope containing the same shall have been posted; or

15.12.4 if emailed, at the time sent unless a notification of failure to send or deliver is received.

15.13 The construction, validity, and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorised representatives as of the date first above written.

SIGNED BY:

Signed on behalf of [CUSTOMER]	Signed on behalf of Fordway Solutions Ltd
Signature	Signature
Print name	Print name
Title	Title
Date	Date