

**AGREEMENT FOR SUPPLY OF SOFTWARE LICENSE,
PROFESSIONAL AND SUPPORT SERVICES**

THIS AGREEMENT is made the day of 20

PARTIES:

- (1) **AMT-SYBEX LIMITED**, a company incorporated in England and having its principal place of business at The Spirella Building, Bridge Road, Letchworth, Herts SG6 4ET (**"the Supplier"**).
- (2) [REDACTED], a company incorporated in [England] and having its principal place of business at [REDACTED] (**"the Customer"**).

RECITAL:

- (A) The Supplier provides services in relation to the implementation and development of software to a wide range of domestic and international customers.
- (B) The Customer has requested and the Supplier has agreed to provide the Professional Services listed in Schedule 4 for the Customer's operations in relation to the Software listed in Schedule 1.
- (C) The Supplier has agreed to grant the Customer a non-exclusive, non-transferable License to use the Software and associated Documentation listed in Schedule 1 and to provide certain Support Services listed in Schedules 2 and 3 to the Customer in respect of the Software upon the terms and conditions of this Agreement.
- (D) To meet the above objectives, the Parties agree to abide by the terms and conditions of this Agreement.

OPERATIVE PROVISIONS:

NOW IT IS AGREED as follows:

1. DEFINITIONS

- (i) **"Agreement"** shall mean this agreement for the provision of the License, Professional Services and Support Services described herein, including all appendices and documents to which reference may properly be made in order to ascertain the rights and obligations of the Parties.
- (ii) **"Customer"** shall be as defined above and shall include the Customer's legal personal representatives, successors and permitted assigns.
- (iii) **"Documentation"** shall mean the manual or manuals and other documents associated with the Software and Services supplied by the Supplier to the Customer.
- (iv) **"Equipment"** shall mean the computer or computers described in Schedule 1 and situated at the location or locations identified in Schedule 1.
- (v) **"License"** shall mean the rights granted hereunder to the Customer to use the Software in accordance with this Agreement.
- (vi) **"License Fee"** shall mean the fee payable by the Customer to the Supplier as specified in Schedule 1 in consideration for the right to use the Software in accordance with this Agreement.
- (vii) **"Parties"** shall mean the parties to this Agreement and "Party" shall have its respective meaning.
- (viii) **"Professional Services"** shall mean the services as set out in Schedule 4.
- (ix) **"Professional Service Charges"** shall mean the charges specified in Schedule 4 together with any additions thereto or deductions therefrom agreed in writing under the Agreement payable by the Customer in consideration for the provision of the Professional Services.
- (x) **"Project"** shall mean the implementation activities and estimated timetable as set out in Schedule 4 as amended from time to time in accordance with this Agreement.
- (xi) **"Services"** shall mean collectively all services provided under this Agreement including the Professional Services and the Support Services.
- (xii) **"Software"** shall mean the software specified in Schedule 1.
- (xiii) **"Sub-Contractor"** shall mean any person, firm or company (other than the Supplier) to whom the Supplier is sub-contracting any part of the Project.
- (xiv) **"Supplier"** shall be as defined above and shall include the Supplier's legal personal representatives, successors and assigns.
- (xv) **"Support Services"** shall mean the preventive and/or corrective maintenance and all other work expressly stated in writing to be carried out by the Supplier in accordance with the provisions of this Agreement as specified in Schedules 2 and 3.

- (xvi) **"Support Service Charges"** shall mean the annual charge specified in Schedule 2 together with any additions thereto or deductions there from agreed in writing under the Agreement payable by the Customer in consideration for the provision of the Support Services.

2. LICENSE AND SERVICES

- 2.1 The Supplier, in consideration of the payment by the Customer of the License Fee in accordance with Clause 3 below, hereby grants to the Customer a non-exclusive, non-transferable, perpetual license to use the Software on the Equipment solely for its own internal business operations on the terms and conditions contained herein.
- 2.2 The Supplier agrees to provide the Services detailed in Schedules 2, 3 and 4 attached hereto in consideration of the respective payments of the Professional Service Charges as detailed in Schedule 4 and the Support Service Charges as detailed in Schedule 2.

3. CHARGES AND TERMS OF PAYMENT

- 3.1 The Customer shall pay to the Supplier the License Fee, Professional Service Charges and the Support Service Charges as set out in the respective Schedules.
- 3.2 The Professional Service Charges for the Project is firm and fixed and will not be subject to any increase except those increases expressly agreed by both Parties in writing in accordance with this Agreement or increases made in accordance with the change control procedure (Clause 11) of this Agreement. The amounts, method and timing of payment of the Professional Service Charges will be in accordance with Schedule 4. The Professional Service Charges is exclusive of travelling, subsistence and out of pocket expenses incurred in performing the Project unless otherwise stated in Schedule 4 and will be charged separately.
- 3.3 The Supplier shall have the right to vary the Support Service Charges by giving to the Customer not less than 3 months' written notice in advance of such variation. Such variation shall not result in the Support Service Charges exceeding the Supplier's then current standard scale of charges, or in the absence of a standard scale, such charges as are reasonable in the circumstances.
- 3.4 The Customer will pay to the Supplier the License Fee, the Professional Service Charges and Support Service Charges, and all other charges which they fall due under this Agreement in the amounts and at the times specified in applicable Schedule or otherwise invoiced by the Supplier from time to time. Where applicable, VAT and any other taxes, duties or levies will be paid additionally by the Customer at the then prevailing rate.
- 3.5 All sums due under this Agreement will be paid by the Customer within 30 days of the date of invoice or on the due date for payment specified in the applicable Schedule if earlier.
- 3.6 If any sums payable to the Supplier under this Agreement is unduly delayed by the Customer, the Supplier reserves the right without prejudice to any of its other rights or remedies to: (i) charge interest on such overdue sums on a day to day basis from the original due date until paid in full at a rate of 3% above the then current base lending rate of HSBC Bank in England and/or (ii) suspend the provision of the Services on 5 days prior written notice.
- 3.7 Where the Customer requests, and the Supplier agrees to perform services relating to the Project which are not part of the Professional Services as set out in Schedule 4 or Support Services as set out in Schedules 2 and 3 then those additional services will be chargeable on a time and materials basis at the Supplier's then standard fee rates, unless otherwise agreed.

4. DELIVERY

- 4.1 The Supplier shall deliver a copy of the Software in machine readable form, on the media to the location and, if applicable, shall use all reasonable endeavours to install the Software by the date specified in Schedule 1. The Documentation, if any, shall also be delivered to the location or transmitted by email whereso specified in Schedule 1.
- 4.2 The Customer is responsible for ensuring that the Equipment is installed and fully operational prior to the scheduled date for delivery of the Software.
- 4.3 Risk in the media and Software will pass to the Customer on delivery to the Customer.

5. ACCEPTANCE

- 5.1 Unless acceptance tests exit criteria are agreed in accordance with sub-clause 5.2, acceptance of the Software shall take place on delivery. The Customer shall sign the Supplier's standard license certificate following delivery.
- 5.2 The Supplier and the Customer may agree acceptance tests in writing, if appropriate. The [Licensor/Supplier] shall give to the Customer in writing seven (7) days prior notice of the date when it will be ready to commence such acceptance tests as may be agreed in writing by the parties. Unless otherwise agreed in writing between the Customer and the Supplier, the tests shall commence on the said date.
- 5.3 In the event that acceptance tests are delayed or prolonged due to the acts or omissions of the Customer, then the Supplier shall give 14 days' notice of his requirement that the tests shall be carried out. If such tests are not then carried out within a further period of 14 days due to the continuing acts or omissions of the Customer, the software shall then be deemed to have been accepted on the expiry of such further period.

- 5.4 If the Customer uses the Software before acceptance under this clause, except for testing purposes, then the Software shall be deemed to have been accepted on the date of first use.

6. USE

- 6.1 Except where specified in Schedule 1, the Software shall be used only for the Customers' own data processing and shall not be used to provide a data processing service or bureau service to any third party whether by way of trade or otherwise.
- 6.2 The Customer shall use the Software only on the Equipment. If the Software cannot be used because the Equipment or any part thereof is temporarily inoperable, then the Agreement will be deemed to apply, without any additional payment to the Supplier but at the Customer's risk and expense, to the use of the Software on any other compatible equipment until the Equipment becomes operable. The Customer shall promptly notify the Supplier of any such temporary use and of the commencement and cessation of it.
- 6.3 Except to the extent expressly permitted by applicable law without the Supplier's prior written consent, the Customer shall not, nor permit others to, make for any purpose including (without limitation) for error correction, any alterations, modifications, additions or enhancements to the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software or products.
- 6.4 Except to the extent expressly permitted by applicable law without the Supplier's prior written consent, the Customer shall not, nor permit others to, decompile, reverse engineer or disassemble the Software or any part of it.
- 6.5 The Customer shall follow all reasonable instructions given by the Supplier from time to time with regard to the use of the Software. The Customer shall permit the Supplier from time to time to verify that the use of the Software is within the terms of the Agreement. The Parties agree that a breach of the terms of this Clause 6 will be a non-remedial material breach under Clause 14.1.
- 6.6 The Customer shall not, nor permit others to, make any copies of the Software except insofar as copying is transient and automatic in normal use, except that one copy can be made where necessary for security reasons. The terms of this Agreement applies to all copies to the as it applies to the Software.
- 6.7 The Customer shall not make copies of the Documentation without the Supplier's prior written agreement. At the request of the Customer the Supplier may provide such additional copies of the Documentation as the Customer may reasonably require for the normal operation of its business, at the Supplier's then current standard scale of charges.

7. PERFORMANCE

- 7.1 The Supplier warrants that it is a company, duly registered and validly existing in its jurisdiction of organisation.
- 7.2 The Supplier warrants that it has the right to enter into this Agreement and to grant the Customer the License to use the Software as provided in this Agreement.
- 7.3 The Supplier warrants that it has full capacity and authority and all necessary consents to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Supplier.
- 7.4 The Supplier warrants that: (i) provided it is operated in accordance with the Documentation and Supplier's instructions, the Software will perform in all material respects in accordance with the Software specifications and the Documentation existing at the date of delivery for a period of 90 days following first use in a live production environment; (ii) the Documentation will describe how the Customer may access and use the Software.
- 7.5 The preceding warranty (Clause 7.4) will not apply if: (i) the Software is not used in accordance with this Agreement or the Documentation; (ii) the Software or any part thereof has been modified without the prior written consent of the Supplier; (iii) a malfunction in the Software has been caused by any of Customer's Equipment or third party software.
- 7.6 The Customer's sole remedy for any breach by the Supplier of the warranty in clause 7.4 will be limited exclusively to the correction of any defect or error of the software or, the replacement of the software. To the extent permitted by the applicable law, the Supplier, for itself and its suppliers, disclaims all other warranties or conditions, either express or implied, including but not limited to satisfactory quality, performance, or fitness for the purpose of the software or documentation or any part of them. The Supplier does not warrant that the operation of the software will be uninterrupted or error-free. The foregoing states the Supplier's entire liability whether in contract or tort for any breach of warranty and for any defects or errors in the software or support services supplied.
- 7.7 The Supplier shall provide the Services with appropriately experienced, qualified and trained professional personnel with reasonable skill and care.
- 7.8 The Supplier shall discharge its obligations under this Agreement with reasonable skill, care and diligence to a good industry standard and in accordance with its own established procedures.
- 7.9 The Supplier for itself and its Sub-Contractors, disclaims all other service or product warranties or conditions, either express or implied, including but not limited to warranties or conditions of satisfactory quality or fitness for a particular purpose.

8. CUSTOMER'S RESPONSIBILITY

- 8.1 The Customer will provide the Supplier with such information as it may reasonably need concerning the Customer's operations and answers to queries, decisions, and approvals which may be reasonably necessary for the Supplier and its Sub-Contractors to undertake the Project. The Customer is responsible for ensuring that such information and answers are accurate and complete.
- 8.2 The Customer shall provide the Supplier with such computer facilities, office space, desks, typing and office facilities at the Customer's premises as may be reasonably necessary to enable the Supplier to perform its obligations under this Agreement. The accommodation shall be suitably equipped and shall provide facilities for making and receiving telephone calls to and from the Supplier in private.
- 8.3 The Customer shall advise the Supplier of all rules and regulations relating to the conduct of the Customer's employees and of specific regulations or practices with which the Supplier personnel should comply.

9. PROGRESS MEETINGS

- 9.1 Each Party will appoint a senior member of its staff to act as the principal point of contact for the purposes of the Project.
- 9.2 The Supplier will provide written progress reports at such frequencies to be agreed from time to time by the Parties.
- 9.3 Progress meetings to discuss progress reports and other relevant issues will be held at such frequencies as agreed between the Parties. Minutes of these meetings will be taken by the Customer and sent to the Supplier within 5 working days of the meeting for the Supplier's approval. Only minutes so approved will be treated as an accurate record of such meetings.

10. PROJECT AND MILESTONES

- 10.1 The Supplier will use all reasonable endeavours to achieve completion of each phase of the Project by the estimated date but except as otherwise expressly provided in this Agreement all milestone dates will be treated as estimates only and time will not be of the essence.
- 10.2 All milestone dates will be extended by a reasonable period if any delay or stoppage is caused by any act or omission of the Customer, its employees, agents or Sub-Suppliers.
- 10.3 All additional costs and expenses reasonably incurred by the Supplier by reason of any delay, variation, interruption or suspension of work arising from any act or omission of the Customer, its employees, agents or its sub-contractors will be reimbursed to the Supplier by the Customer. Such additional costs and expenses will be due and payable when they have been calculated by the Supplier and invoiced to the Customer.

11. CHANGE CONTROL

- 11.1 At any time prior to the completion of the Project, the Supplier may in writing recommend and the Customer may in writing request from time to time changes to any part of the Project.
- 11.2 The Supplier will notify the Customer in writing within ten working days of receipt of the change request or the making of the change recommendation of the time and cost needed to investigate the implications for this Agreement of implementing the proposed change. The investigation will be carried out only on the Customer's prior written instruction.
- 11.3 Following the investigation (if any) the Supplier will give a written quotation or estimate (valid for not less than 30 days from the date it is given to the Customer) showing the increase in the Contract Price and any related effect on other contract matters including an extension to time in which the Project shall be completed. The Supplier will use all reasonable endeavours to ensure that its quotation or estimate is given within ten working days (or such longer period as may be agreed) of receipt by the Supplier of a written instruction to investigate implications of the proposed change.
- 11.4 Should the Customer wish to proceed with the proposed change, it will instruct the Supplier in writing of its wish as soon as is reasonably practicable after receipt of the written quotation or estimate but not later than 10 working days (or such longer period as may be agreed) of receipt of the written quotation or estimate. Those parts of this Agreement affected by the change will then be deemed to be modified accordingly.
- 11.5 Until any change is formally agreed between the Supplier and the Customer, the Supplier will continue to perform and be paid for the Project as if the change had not been proposed.
- 11.6 The Supplier may make a reasonable charge for investigating a proposed change and preparing a quotation or estimate for that change, whether or not the proposed change is subsequently implemented.

12. SUPPORT SERVICES

- 12.1 The Support Services, if required, shall be provided from the date of delivery. The Supplier agrees to provide the Support Services to the Customer as set out in this Agreement and in the

- attached Service Level Agreement at Schedule 3. The standard of the Support Services shall be in accordance with the Agreement.
- 12.2 Where a new issue or update of the Software or part thereof is released to the Customer by the Supplier, it shall be installed by the Customer.
- 12.3 The Customer shall nominate a supervising officer from its staff as the primary point of contact on the Agreement with the Supplier.
- 12.4 The provision of the Support Services is conditional upon the Customer having: (i) provided adequate information in respect of any malfunction in the Software; (ii) incorporated all amendments issued by the Supplier; and (iii) not otherwise changed the Software.
- 12.5 The Customer undertakes to: (i) supervise and control the use of the Software; (ii) provide such reasonable access to the premises and facilities therein as the Supplier may require for the provision of the Support Services; (iii) ensure that the necessary operational and environmental conditions are maintained for the use of the Software; (iv) designate appropriately qualified and trained personnel authorised to request Support Services, and inform the Supplier accordingly. Authorised use of the telephone help line is limited to the designated contact; (v) maintain procedures to facilitate reconstruction of any lost or altered files, data or programs to the extent deemed necessary by the Customer, and the Customer agrees that the Supplier will not be liable under any circumstances for any consequence arising from lost or corrupted data, files or programs. The Customer is solely responsible for carrying out all necessary backup procedures for their own benefit, to ensure that data integrity can be maintained in the event of loss or data for any reason; (vi) provide telephone and modem facilities to facilitate the remote investigation of Software issues; and (vii) ensure that only properly trained employees operate or use the Software.
- 12.6 In the event that the Customer shall request the Supplier to provide technical support over and above that specified in the Support Services, the Supplier shall: (i) use its reasonable endeavours to respond promptly to the request, and (ii) have the right to make an additional charge to the Customer on a time and materials basis.
- 12.7 The support service terms and conditions do not constitute a product or service warranty. The Supplier for itself and its sub-contractors, disclaims all service warranties or conditions, either express or implied, including but not limited to warranties or conditions of satisfactory quality or fitness for a particular purpose.

13. SUPPORT SERVICES EXCLUSIONS/LIMITATIONS

- 13.1 The Supplier reserves the right (at its discretion) to either refuse to support the Software or to make an additional charge on a time and materials basis: (i) if, despite reasonable efforts by the Supplier, the problem cannot be replicated or otherwise identified; (ii) if the problem is caused by (or its extent or impact worsened by) any modification or enhancement made to the Software by someone other than the Supplier; (iii) if the problem is caused by (or its extent or impact worsened by) any design issues, data loading/interfaces and/or custom code changes caused by someone other than the Supplier; (iv) to the extent the problem is caused by (or its extent or impact worsened by) a failure of the Customer to accept or implement upgrades, new versions, service packs or releases offered by the Supplier; (v) if the cause of the problem is the occurrence of an event of Force Majeure (including, for example, power interruption or communication problems); (vi) if the Customer is in default of the Software License or this Agreement and has not remedied the breach; (vii) to the extent that the problem is caused by (or its extent or impact worsened by) changing the platform on which the Software runs (e.g. conversion from Unix to NT, upgrading of operating system), relocation of relevant equipment, re-hosting to new equipment or interconnection or interfacing of the Licensed Software with any other software (unless the Supplier performed the interfacing or interconnection); and (viii) in relation to year 2000 problems (including failures, loss of functionality or incorrect processing of data) caused by a third party embedded product or an external factor.
- 13.2 The Supplier reserves the right to withdraw Support Services for a platform on 12 months written notice.
- 13.3 To reflect the additional costs of servicing earlier releases of the Software, the Supplier reserves the right to increase Service Charges for Customers using a version of Software older than the second release before the current release from time to time. However, for releases older than 3 years the Supplier reserves the right to elect not to provide support.
- 13.4 The Supplier reserves the right to specify which versions of third party products, operating systems, platforms & environments with which the Software will run.

- 13.5 The Support Services shall not include the following for which the Supplier may make an additional charge on a time and materials basis: (i) the support of other software, accessories, attachments, machines, systems or other devices not supplied by the Supplier nor listed in Schedule 1; (ii) rectification of lost or corrupted data arising for any reason other than the Supplier's own negligence; (iii) support rendered more difficult because of any changes, alterations, additions, modifications or variations to the Software, the system or operating environment; (iv) attendance to faults caused by using the Software outside design or other specifications supplied with the Software; and (v) diagnosis and/or rectification of problems not associated with the Software.

14. OWNERSHIP

- 14.1 Title, copyright and all other proprietary rights in the Software, Documentation and Services and all parts and copies thereof shall remain vested in and be the absolute property of the Supplier. The Supplier shall own all copyright and all other intellectual property rights in any modifications, upgrades or additions to the Software. The Supplier hereby grants a non-exclusive non-transferable licence to the Customer to use any deliverables delivered pursuant to the Services for its own business purposes.
- 14.2 The Customer shall follow all reasonable instructions given by the Supplier from time to time with regard to the use of trademarks owned by the Supplier and other indications of the property and rights of the Supplier.
- 14.3 The Customer shall grant or procure the grant of a license to the Supplier to utilise such information, services, materials or assets of the Customer to the extent required for the provision of the Services and Support Services.
- 14.4 The Customer shall execute all further documents as may be necessary or desirable to give full effect to the provisions of this Clause and to protect the rights of the Supplier.
- 14.5 The Supplier shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of the provision of the Services or Support Services.

15. COPYRIGHT INDEMNITY

- 15.1 The Supplier shall defend the Customer from any claim by a third party alleging that the use or possession of the Software by the Customer (as contemplated by this Agreement) infringes any patent, copyright or trade secret of a third party, provided always that: (i) the Supplier is promptly notified of the claim; (ii) the Supplier receives reasonable information, assistance and co-operation from the Customer necessary to perform the Supplier's obligations hereunder; (iii) the Customer makes no admissions or settlements and does not prejudice the Supplier's defence of such claim; and (iv) the Customer allows the Supplier sole conduct, control (at the Supplier's costs and expenses) of the defence of any such claim and related settlement negotiations; The Supplier will not be responsible for any settlement it does not approve in writing.
- 15.2 The foregoing obligation of the Supplier does not apply with respect to the Software or portions or components thereof: (i) not supplied by the Supplier; (ii) used in a manner not expressly authorised by the Supplier under this Contract; (iii) made in whole or in part in accordance with the Customer's specifications; (iv) modified by the Customer, if the alleged infringement relates to such modification; (v) combined with other products (hardware or software), processes or materials where the alleged infringement would not exist but for such combination; (vi) where the Customer continues the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.
- 15.3 In the event the Software is held by a court of competent jurisdiction to constitute an infringement and use of the Software is enjoined, (or in the Supplier's opinion such a finding is likely), the Supplier shall, at its sole option, do one of the following: (i) procure for the Customer the right to continue using the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; (iii) replace the Software with a substitute which is substantially similar in functionality and performance; or (iv) if none of the foregoing alternatives is reasonably available to the Supplier, the Supplier shall refund the residual value of the License Fee paid by the Customer for the infringing Software, depreciated using a straight line method of depreciation over a three (3) year period from the date of delivery of the Software to the Customer.
- 15.4 This Clause 11 states the Supplier's sole liability and the Customer's exclusive remedy for infringement claims.

16. LIMITATION OF LIABILITY

- 16.1 Regardless of the basis of recovery claimed, whether under or in regard to any contract, tort including negligence, strict liability or under other theory, but without prejudice to Clause 16.3 below, the Supplier's aggregate liability (including any liability for the acts and omissions of its employees, consultants or agents of the Supplier and its Sub-Contractors), with respect to any and all subject matters of this Agreement or any attachment, appendices, schedules or terms and conditions related thereto and including for any loss arising by virtue of any exclusion clause in this Agreement being held by a competent court to be invalid, will be limited to the following amounts:

- (a) in relation to the Software, the amount of the License Fee paid by the Customer for the Software giving rise to the liability.
 - (b) in relation to the Professional Services, the amount of the Professional Service Charges paid by the Customer at the time the claim is made.
 - (c) in relation to the Support Services, the amount of the Support Service Charges paid by the Customer for the applicable year in which the claim is made.
- 16.2 Subject always to clause 16.3 below, the Supplier shall not be liable for the following types of loss or damage whatsoever or howsoever caused, whether such losses or damage were foreseen, foreseeable, known or otherwise: loss or damage consequent upon design, formula, specification or advice; loss of profits; loss of sales or opportunity; loss of anticipated savings; loss of contracts; loss of customers or damage to goodwill or reputation; loss of the use of any software, data, computer or other equipment; wasted management or other staff time; cost of substitute goods, services or technology; or special, indirect, incidental or consequential loss or damages. For the purpose of this clause, the term "loss" means a partial loss or reduction in value as well as a complete or total loss and even if such loss or damage was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.
- 16.3 Nothing in this Clause 16 nor any other provision of this Agreement shall exclude or limit in any way the liability of the Supplier for (i) fraud; or (ii) death or personal injury caused by the Supplier's negligence.

17. TERMINATION

- 17.1 The Agreement may be terminated forthwith by either Party on written notice if the other Party is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within 30 days of receipt of notice thereof in writing. For the avoidance of doubt, where the Supplier terminates due to the Customers material breach of the Agreement the License shall also terminate on the termination of this Agreement.
- 17.2 The Agreement may be terminated forthwith by either Party on written notice if the other Party is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation shall agree to be bound by and assume the obligations of the relevant Party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or any similar event occurs in relation to either Party under the laws of any jurisdiction.
- 17.3 Termination of the Agreement shall not prejudice any rights of either Party which have arisen on or before the date of termination.
- 17.4 Within seven days following the date of termination the Customer shall at the option of the Supplier return or destroy all copies, forms and parts of the Software and Documentation and shall certify to the Supplier in writing that this has been done.
- 17.5 Any obligation to make a payment in accordance with Schedule 1 and Schedule 2 prior to termination shall survive termination of this Agreement for any reason.
- 17.6 Upon termination of this Agreement for whatever cause, the Customer will immediately pay all money due to the Supplier together with (i) any cancellation charges payable to the Supplier's Sub-Contractors; (iii) the cost of materials and goods ordered for the Project for which the Supplier has paid or is legally bound to pay. Upon termination by the Supplier, the Customer will immediately pay the full residual price of the Agreement.

18. CONFIDENTIALITY

- 18.1 Each Party shall during the full term of this Agreement keep secret and confidential all information and know-how (subject to Clause 18.4 (iii)) disclosed to it by the other Party or otherwise belonging to the other Party and shall procure that its employees, agents and/or sub-contractors are similarly bound which by its nature is clearly confidential and/or relates to the business of the other Party and shall not disclose the same to any person save as expressly authorised in writing to be disclosed by the other Party.
- 18.2 Without prejudice to Clause 18.1 above, each Party hereby undertakes only to disclose confidential information supplied by one Party to the other to those employees (which term for the purposes of this Clause includes agents, advisors and/or sub-contractors) with a reasonable need to see and use it for the performance of this Agreement and that such information will only be used for such purposes.
- 18.3 Upon the termination of this Agreement each Party shall upon the request of the other deliver up all documents and other material in their possession, custody or control and belonging to the other that comprise such confidential information.
- 18.4 The obligation of confidentiality contained in Clause 18.1 shall not apply or (as the case may be) shall cease to apply (or in the case of Clause 18.4(ii) shall temporarily cease to apply for so long as disclosure is required and only for the purposes of Clause 18.4(ii)) to information which: (i) at the time of disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by

the receiving Party; or (ii) is required to be disclosed by applicable law or order of court of competent jurisdiction or government department or agency, provided that prior to such disclosure the receiving Party shall advise the disclosing Party of the proposed form of the disclosure; or (iii) is know-how of a non-confidential and non-proprietary nature; or (iv) is possessed by that Party prior to disclosure to it by the other or has been rightfully acquired from sources other than the other Party

- 18.5 Both Parties shall ensure that they, their employees and agents shall observe the requirements of any applicable Data Protection legislation and any amendments or revisions thereto in the provision and use of the subject matter of the Agreement and shall comply with any request made or direction given to the other which is directly due to the requirements of such legislation.

19. DATA PROTECTION

19.1 The Customer and the Supplier acknowledge that:

- (a) The Supplier will perform Processing activities in relation to the Customer Personal Data as part of the Services, with the subject-matter, duration, nature and purpose, type and categories of data subjects as described more fully in Schedule 5 (the "**Processing Activities**"); and
- (b) in respect of such Processing Activities, the Customer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

20. ASSIGNMENT

The License is personal to the Customer and the Customer may not assign, novate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Supplier.

21. FORCE MAJEURE

Except for the obligation on the Customer to make payment, neither the Supplier nor the Customer shall be in breach of this Agreement (as the case may be) to the extent that there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war (declared or undeclared), act of terrorism, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other cause beyond the reasonable control of either Party. If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more such causes such Party shall give written notice to the other as soon as reasonably practicable of such inability stating the cause in question. Forthwith upon the cause ceasing to have effect that Party shall give written notice thereof to the other Party. If the cause continues to have effect for a period of more than 90 days the Party not claiming relief under this Clause shall have the right of termination of this Agreement.

22. WAIVER

No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

23. TRAINING

The Supplier shall provide instruction in the use of the Software for the Customer's personnel as specified in Schedule 1 and at the cost therein agreed. Unless otherwise specified, the Customer shall be responsible for paying any travel or living expenses.

24. NOTICES

- 24.1 Any notice or other communication which either Party is required by the Agreement to serve on the other Party shall be sufficiently served if sent to the other Party at its address as specified in the Agreement either (a) by hand, when delivered to an authorised office; (b) by registered Post or (c) by facsimile transmission with a confirmation of receipt.
- 24.2 Notices are deemed to have been served as follows: delivered by hand; on the day when they are actually received, sent by post or recorded delivery; two working days after posting, sent by facsimile on the day of transmission if transmitted before 16.00 hours on the working day, but otherwise 09.00 hours on the following working day.
- 24.3 All notices must be in English, clearly headed as a notice and for the attention of the nominated representative of the other Party as notified to the Party serving notice.

25. NO THIRD PARTY RIGHTS

Nothing in this Agreement shall confer, nor is it intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

26. ENTIRE AGREEMENT

- 26.1 This Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement.

- 26.2 Except as otherwise permitted by this Agreement, no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both Parties.
- 26.3 Where the Customer issues a purchase order relating to the subject matter of this Agreement, the Customer hereby acknowledges that the terms of such purchase order or other correspondence and documents of the Customer (if any) shall not apply and such purchase order shall be accepted by the Supplier for the sole purpose of referencing invoices.

27. DISPUTE RESOLUTION

In the event of any dispute between the Parties arising out of the Agreement, the Parties shall first each use its respective reasonable endeavours in good faith to resolve any such dispute by escalation as follows: (i) initially, by negotiation between the Parties' nominated representatives; and (ii) if the nominated representatives shall fail to resolve the dispute within 7 days of the dispute being referred to them, by the referral to, and negotiation between Directors of the Parties; and (iii) if the Directors shall fail to resolve the dispute within 7 days of the dispute being referred to them, by the referral to, and negotiation between the Managing Directors of the Parties; and (iv) if the Managing Directors shall fail to resolve the dispute within 7 days of the dispute being referred to them, by referring to a mediator approved by mutual agreement or failing mutual agreement, chosen by the President from time to time of the British Computer Society, who shall consider the resolution of the dispute in a prompt and expeditious manner. Both Parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties and to bear equally between them the fees and expenses of the mediator; and (v) if the Parties fail to agree terms of settlement of their dispute or difference or a Party refuses to participate in the mediation procedure then either Party may litigate the matter, without prejudice to either Party's rights at any time to obtain immediate interim court relief. This Clause is without prejudice to either Party's rights to proceed to the courts in respect of any dispute at any time.

28. FAIR AND REASONABLE RESTRICTIONS

The Supplier and the Customer expressly acknowledge and agree that the terms and conditions of this Agreement including, without limitation, the limitations on liability and the warranties have been individually negotiated and agreed, and that the Fees and Charges payable by the Customer hereunder have been specifically calculated on the basis of and take into account such limitations and restrictions.

29. INVALIDITY AND SEVERABILITY

If any provision or any part of any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

30. NON SOLICITATION

It is agreed that neither of the Parties hereto shall approach directly or indirectly employees of the other with offers of employment for the duration of this Agreement and for a period of six months thereafter. This will not restrict either Party from employing staff who apply unsolicited in response to general advertising or other general recruitment campaigns.

31. SURVIVING PROVISIONS

- 31.1 The following obligations will survive termination of the Agreement for any reason (i) all obligations relating to non-use (Clause 6); (ii) all obligations relating to non-disclosure of Confidential Information (Clause 18) for a period of 5 years following termination; (iii) all obligations relating to protection of proprietary rights (Clause 14); (iv) all obligations to make payments of amounts that are or become due under Agreement prior to termination (Clause 3); (v) all provisions regarding the limitations of liability (Clause 16); (vi) all obligations relating to non-solicitation for a period of 6 months post termination (Clause 30) and all other clauses by their nature should survive termination.
- 31.2 For the avoidance of doubt, the License granted under this Agreement is perpetual subject to full compliance with the terms of this Agreement by the Customer. If the Supplier terminates this Agreement under Clauses 17.1 or 17.2 the Licenses shall not survive termination.

32. LAW

This Agreement shall be subject to English law and the Parties agree to submit to the non-exclusive jurisdiction of the English courts. Notwithstanding the other provisions of this Agreement, the Supplier shall be entitled to bring an action in any jurisdiction where this relates to the protection of its intellectual property rights or other rights.

IN WITNESS whereof the Parties hereto have executed this Agreement on the date written below.

Signed _____
Authorised Signatory

Name _____

Title _____

Date _____

For and on behalf of
AMT-SYBEX LIMITED

Signed _____
Authorised Signatory

Name _____

Title _____

Date _____

For and on behalf of
[REDACTED]

SCHEDULE 1

License Information

1. **Description of Software (Important: include list of all licensed modules).**

2. **Users**

[] concurrent users.

3. **Address of Location.**

4. **Date of Delivery.**

5. **Make and Type of Equipment**

6. **Documentation.**

7. **License Fee.**

The License Fee shall be £

8. **Terms of payment.**

9. **Training.**

SCHEDULE 2

Support Services

1. Description of Support Services to be provided.

Refer to SLA at Schedule 3.

2. Support Period

An initial period of **5** years commencing from the date of delivery of the Software and thereafter for successive periods of 1 year.

3. Service Charges

£() per annum

(a) Initial period £ due on delivery of Software

(b) Subsequent period £ due on anniversary date of delivery

SCHEDULE 3
Service Level Agreement

SCHEDULE 4

Part 1

Project Plan and Specification

Part 2

Charges and Payment Terms

SCHEDULE 5

DATA PROTECTION

1. Definitions and interpretations

"Client Data" means any personal data which is transmitted by or on behalf of the Customer to, or is otherwise processed by, the Supplier under this Agreement or which is generated under this Agreement.

"Data Protection Legislation" means the Data Protection Act 1998, from the 25th of May 2018, the General Data Protection Regulation ((EU 2016/679) or any replacement legislation applicable in England and Wales from time to time and any other applicable laws relating to the processing of personal data.

Within this Agreement the terms "controller", "data subject", "personal data", "personal data breach", "process" ("processed" to be construed accordingly) and "processor" shall have the same meanings as in the Data Protection Legislation.

2. Data protection

2.1 With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge that in relation to any Client Data the Customer is a controller and the Supplier is a processor.

2.2 The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations, however, for the avoidance of doubt the Customer agrees that where the Supplier has satisfied a contractual obligation under this Agreement, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.

2.2.1 The Customer warrants, represents and undertakes to the Supplier that it has lawful grounds for processing the Customer Data.

2.2.2 The Parties confirm that the following information has been provided in Appendix 1 hereto: subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of data subjects; the obligations and rights of the Customer.

2.3 Where the Supplier processes Client Data under or in connection with this Agreement, the Supplier shall:

2.3.1 save as required otherwise by law, only process such Client Data as is necessary to perform its obligations under this Agreement, and only in accordance with the Customer's documented instructions.

2.3.2 put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation as set out in Appendix 1 hereto and which the Customer agrees are appropriate measures;

2.3.3 ensure the Supplier staff who will have access to Client Data are subject to appropriate confidentiality obligations;

2.3.4 be entitled to engage sub-processors to process Client Data subject to the Supplier ensuring that equivalent requirements to those set out in this clause are imposed on any sub-processor(s), the Supplier remaining fully liable to the Customer for the performance of the sub-processor's obligations and where applicable, providing to the Customer reasonable prior notice of any addition, removal or replacement of any such sub-processors;

2.3.5 not process or transfer Client Data outside the European Economic Area without the prior documented consent of the Customer (which consent is hereby given in respect of the processing of data by [insert third party sub-processor if applicable]. For the avoidance of doubt, any consent given under this clause includes the consent to transfer Client Data to the United Kingdom;

2.3.6 have in place the appropriate technical and organisational security measures to protect the Client Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The Customer confirms that it has reviewed those security measures and concluded that they are appropriate.

2.3.7 notify the Customer without undue delay after becoming aware of any personal data breach involving Client Data, taking into account the nature of processing and the information available to the Supplier. The Customer confirms that it has reviewed the

Supplier's breach notification policy, systems and guidance and concluded that they are suitable and adequate for the nature of the processing under this Agreement.

- 2.3.8 take appropriate technical and organisational measures, insofar as is possible, to assist the Customer in responding to requests for data subjects for access to or rectification, erasure or portability of Client Data or for restriction of processing or objections to processing of Client Data (but the Supplier will not itself respond to any such data subject request except on written instructions from the Customer). Furthermore the Supplier will, upon the request of the Customer, provide assistance to the Customer relating to Customer's security; impact assessment; data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to the Supplier. The Supplier may charge the Customer its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Customer with co-operation and assistance as required by this clause.
- 2.3.9 will make available to the Customer such information as the Customer reasonably requests and the Supplier is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Customer (or the Customers appointed auditors), as is necessary to demonstrate the Supplier's compliance with the Data Protection Legislation. The Customer will give reasonable notice of any audit and will be fully liable for any associated costs (including those of the Supplier.)
- 2.3.10 at the Customer's cost and option either delete or return the Client Data to the Customer on expiry or termination of this Agreement.

provided always that nothing in this clause shall oblige the Supplier to provide assistance which does not relate directly to the Services performed pursuant to this Agreement.

- 2.4 the Supplier shall inform the Customer in writing if, in the Supplier's opinion, an instruction from the Customer infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation ((EU 2016/679)) and/or other Union or Member State data protection provisions and not jurisdictions outside of these areas. However, the Customer acknowledges that:

- (a) any information the Supplier provides is not legal advice or guidance in anyway whatsoever, and that the Supplier makes no warranty or representation regarding the information (express or implied); and
- (b) this clause shall not relieve the Customer of its obligation to ensure that all instructions to the Supplier to comply with all applicable legislation, including all Data Protection Legislation; and
- (c) the Supplier may charge the Customer its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Customer with co-operation and assistance as required by this clause.

- 2.5 Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

- (a) any changes/modifications to the Data Protection Legislation (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems the Supplier use to process the Client Data;
- (b) any new, clarified or amended guidance or policies issued by a supervisory authority;
- (c) any direction or instruction issued by a supervisory authority (whether relating to Customer or the Supplier in respect of the services (including any processing of the Client Data))

then any increased effort or costs incurred by the Supplier in association with the aforementioned shall be additionally chargeable to the Customer.

- 2.6 The Customer shall indemnify and keep indemnified the Supplier against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of Data Protection Legislation by the Customer, or the Supplier acting in accordance with any instruction, policy or procedure of the Customer.

Appendix 1

- [Insert details of subject matter and duration of the processing];
- [Insert duration of the processing];
- [Insert details of the nature and purpose of the processing];
- [Insert details of the type of personal data];
- [Insert details of the categories of data subjects];
- [Insert details of the obligations and rights of the Customer].