DATED 2019

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tf cloud

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

between

THE TECHNOLOGY FORGE LIMITED

and

[CUSTOMER]

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THIS AGREEMENT is dated 2019.

PARTIES

(1) **THE TECHNOLOGY FORGE LIMITED** incorporated and registered in England and Wales with company number 02293004 whose registered office is at 4th Floor, Marshall's Mill, Marshall Street, Leeds, West Yorkshire LS11 9YJ (**Technology Forge**).

(2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Customer**).

BACKGROUND

(A) Technology Forge has developed the TF Cloud Software (as defined below) which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of property management.

(B) The Customer wishes to use Technology Forge's service in its business operations.

(C) Technology Forge has agreed to provide and the Customer has agreed to take and pay for Technology Forge's service subject to the terms and conditions of this agreement.

AGREED TERMS

1. INTERPRETATION

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

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

Customer Data: the data inputted by the Customer, Authorised Users, or Technology Forge on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by Technology Forge online via [www.technologyforge.com] or such other web address notified by Technology Forge to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Initial Subscription Term: the initial term of this agreement being the period from [DATE] to [DATE].

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Quarter: each period of three calendar months commencing on 1 January, 1 April, 1 July and 1 October.

Quarter Days: 1 January, 1 April, 1 July and 1 October.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by Technology Forge to the Customer under this agreement via [www.technologyforge.com] or any other website notified to the Customer by Technology Forge from time to time, as more particularly described in the Documentation.

Subscription Fees: the subscription fees payable by the Customer to Technology Forge for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services Policy: Technology Forge's policy for providing support in relation to the Services as made available at [www.technologyforge.com] and via Technology Forge's support services team at helpdesk@technologyforge.com or such other website address and e-mail address as may be notified to the Customer from time to time.

TF Cloud Software: the online software applications provided by Technology Forge as part of the Services.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any

programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written does not include e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Technology Forge hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;

(d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Technology Forge within 5 (five) Business Days of Technology Forge's written request at any time or times;

(e) it shall permit Technology Forge to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Technology Forge's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

(f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Technology Forge's other rights, the Customer shall promptly disable such passwords and Technology Forge shall not issue any new passwords to any such individual; and

(g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to Technology Forge, then without prejudice to Technology Forge's other rights, the Customer shall pay to Technology Forge an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within 10 (ten) Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) in a manner that is otherwise illegal or causes damage or injury to any person or property,

and Technology Forge reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the TF Cloud Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the TF Cloud Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Technology Forge.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and Technology Forge shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Technology Forge in writing. Technology Forge shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).

3.3 If Technology Forge approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 (thirty) days of the date of Technology Forge's invoice, pay to Technology Forge the relevant fees for such additional User Subscriptions as set out in paragraph 2 of Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. SERVICES

4.1 Technology Forge shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2 Technology Forge shall use commercially reasonable endeavours to make the Services available 24 (twenty-four) hours a day, 7 (seven) days a week, except for:

(a) planned maintenance work carried out outside Normal Business Hours, provided that Technology Forge has used reasonable endeavours to give the Customer at least 5 (five) Business Days' notice in advance; and

(b) unscheduled maintenance performed at any time, provided that Technology Forge has used reasonable endeavours to give the Customer at least 6 (six) Normal Business Hours' notice in advance.

4.3 Technology Forge will, as part of the Services and at no additional cost to the Customer, provide the Customer with Technology Forge's standard customer support services during Normal Business Hours in

accordance with Technology Forge's Support Services Policy in effect at the time that the Services are provided. Technology Forge may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Technology Forge's then current rates.

5. CUSTOMER DATA

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 Technology Forge shall use reasonable endeavours to back-up the Customer Data in accordance with its usual back-up policy (as may be amended by Technology Forge in its sole discretion from time to time). In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Technology Forge to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Technology Forge. Technology Forge shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Technology Forge to perform services related to Customer Data maintenance and back-up).

5.3 If Technology Forge processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and Technology Forge shall be a data processor and in any such case:

(a) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Technology Forge so that Technology Forge may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

(b) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

(c) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Technology Forge makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Technology Forge. Technology Forge recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Technology Forge does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. TECHNOLOGY FORGE'S OBLIGATIONS

7.1 Technology Forge undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Technology Forge's instructions, or modification or alteration of the Services by any party other than Technology Forge or Technology Forge's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Technology Forge will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Technology Forge:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and

Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 This agreement shall not prevent Technology Forge from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.4 Technology Forge warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. CUSTOMER'S OBLIGATIONS

The Customer shall:

(a) provide Technology Forge with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by Technology Forge;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Technology Forge may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Technology Forge, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by Technology Forge from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Technology Forge's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Subscription Fees to Technology Forge for the User Subscriptions in accordance with this clause 9 and Schedule 1.

9.2 The Customer shall on the Effective Date provide to Technology Forge approved purchase order information acceptable to Technology Forge and any other relevant valid, up-to-date and complete contact and billing details.

9.3 Technology Forge shall submit a correct invoice to the Customer no earlier than 10 days in advance [forthwith in respect of all Subscription Fees payable in respect of the Initial Subscription Term and prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period], and the Customer shall pay each invoice within 10 (ten) days of the date of such invoice.

9.4 If Technology Forge has not received payment within 30 (thirty) days after the due date, and without prejudice to any other rights and remedies of Technology Forge:

(a) Technology Forge may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Technology Forge shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) Technology Forge shall be entitled to make late payment charges in accordance with the Late Payment of Commercial Debts (interest) Act 1998 for the period beginning on the date on which payment is due and ending on the date on which payment is made.

9.5 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in pounds sterling;

(b) are, subject to clause 13.4(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be added to Technology Forge's invoice(s) at the appropriate rate.

9.6 Technology Forge shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3 at the start of each Renewal Period upon 60 (sixty) days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that Technology Forge and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 Technology Forge confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Technology Forge's Confidential Information.

11.6 Technology Forge acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 This clause 11 shall survive termination of this agreement, however arising.

12. INDEMNITY

12.1 The Customer shall defend, indemnify and hold harmless Technology Forge against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) Technology Forge provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

12.2 [Technology Forge shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Technology Forge is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Technology Forge in the defence and settlement of such claim, at Technology Forge's expense; and

(c) Technology Forge is given sole authority to defend or settle the claim.]

12.3 In the defence or settlement of any claim, Technology Forge may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 (two) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.4 In no event shall Technology Forge, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than Technology Forge; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Technology Forge; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Technology Forge or any appropriate authority.

12.5 [The foregoing and clause 13.4(b) state the Customer's sole and exclusive rights and remedies, and Technology Forge's (including Technology Forge's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.]

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of Technology Forge (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

(a) arising under or in connection with this agreement;

(b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and

(c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2 Except as expressly and specifically provided in this agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Technology Forge shall have no liability for any damage caused

by errors or omissions in any information, instructions or scripts provided to Technology Forge by the Customer in connection with the Services, or any actions taken by Technology Forge at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c) the Services and the Documentation are provided to the Customer on an "as is" basis.

13.3 Nothing in this agreement excludes the liability of Technology Forge:

(a) for death or personal injury caused by Technology Forge's negligence; or

(b) for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

(a) Technology Forge shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) Technology Forge's total aggregate liability in contract [(including in respect of the indemnity at clause 12.2)], tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 6 (six) months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 (twelve) months (each a **Renewal Period**), unless:

(a) either party notifies the other party of termination, in writing, at least 60 (sixty) days before the end of the Initial Subscription

Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement,

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

(a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing of the breach; or

(b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(f) the other party ceases, or threatens to cease, to trade; or

(g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) Technology Forge may destroy or otherwise dispose of any of the Customer Data in its possession unless Technology Forge receives, no later than 10 (ten) days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Technology Forge shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 (thirty) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Technology Forge in returning or disposing of Customer Data; and

(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. FORCE MAJEURE

Technology Forge shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Technology Forge or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. WAIVER

16.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

17.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. ENTIRE AGREEMENT

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

18.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of Technology Forge, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19.2 Technology Forge may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

23. GOVERNING LAW AND JURISDICTION

23.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

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

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Subscription Fees

1. SUBSCRIPTION FEES

The Subscription Fees shall amount to a total of £[AMOUNT] per Annum and includes the modules detailed below.

[Insert Modules]

2. ADDITIONAL USER SUBSCRIPTION FEES

Additional User Subscriptions may be purchased by the Customer in accordance with clause 3.

Signed by **MARK TREVOR WARDMAN** for and on behalf of **THE TECHNOLOGY FORGE LIMITED**	..... Director
Signed by **[NAME OF DIRECTOR]** for and on behalf of **[NAME OF CUSTOMER]**	..... Director