Parties:

1. **Service Works Global Limited** incorporated and registered in the United Kingdom with company number 04915250, whose registered office is situated at 4 Keswick Road, Putney, London SW15 2JN ("the Supplier");
and
2. **The Customer** whose details are set out in the Customer Order ("the Customer").

Operative Provisions

1. Definitions & Interpretation

In this Agreement, unless the context requires otherwise:

'Acceptance Date' means 30 days from the Delivery Date;

'Agreement' means the Customer Order and these Licence Terms and Conditions together with the applicable Schedules;

'Agreement Date' means the agreement date as specified in the Customer Order;

'Affiliate' means in relation to either party, any subsidiary of the party, the party's holding company and any subsidiary of such holding company, where "subsidiary" and "holding company" have the meanings given in section 736 of the Companies Act 1985 (as amended);

'Authorised Users' means the number of users authorised to use the Licensed Program Materials as detailed in the Customer Order;

'Charges' means the costs payable by the Customer to the Supplier under this Agreement, and include all or any of the Licence Fees, the Support and Maintenance Fees, the User Access Subscription Fees, and the Services Fees and any other amounts payable under this Agreement;

'Consultancy Services' means the services to be provided by the Supplier under this Agreement as detailed in the Customer Order;

'Customer Order' means the document forming part of this Agreement and annexed herein as Schedule 1;

'Data Protection Legislation' means the Data Protection Act 2018;

'Delivery Date' means the date the license keys for the Software are supplied to the Customer;

'End User Licence' means a non-exclusive licence for the Customer to use the Software (and where appropriate the Program Documentation) for the period specified in the Customer Order (Licence Period) for processing its own data for its own internal business purposes and to possess and refer to the Program Documentation in accordance with the terms of this Agreement;

'Expenses Policy' refers to the document entitled Expenses Recovery UK located at: https://www.swg.com/swg-contract-documents/ ;

'Hosting Service Level Agreement' means the document setting out the standards to which Hosting Services are to be provided where applicable, and attached in the Schedules. The Supplier reserves the right to update the Hosting Service Level Agreement from time to time.

'Hosting Services' means provision of a hosted environment by the Supplier within which the software resides according to the terms of the Hosting Service Level Agreement.

'Implementation Plan' means a plan agreed between the Supplier and Customer to complete installation and configuration of the software ready for User Acceptance Testing by the Customer;

'Intellectual Property Rights' means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

'Licence Fee' means the fee for the licence of the Licensed Program Materials payable by the Customer and as detailed in the Customer Order;

'Licensed Program Materials' means the Software and the associated Program Documentation;

'Material Breach' means a serious breach of any or all of the terms specified in this Agreement and specifically includes, but is not limited to, any breach of the confidentiality and intellectual property rights, and a breach of clause 5;

'New Release' means an updated and/or improved version of the Software and/or Program Documentation provided by the Supplier from time to

time as part of Product Maintenance in accordance with clause 5 below;

'New Version' means software applications in object code form developed and released from time to time by the Supplier which are not identified in the Customer Order and which are materially different from the New Releases;

'Program Documentation' means the instruction manuals, user guides and other information relating to the use of the Software made available by the Supplier from time to time;

'Schedule' means a schedule to this Agreement;

'Services Fees' means the fees payable by the Customer for the provision of the Services, as detailed in the Customer Order;

'Service Level Agreement' means the document setting out the standards to which the Support and Maintenance are to be provided, and attached in the Schedules. The Supplier reserves the right to update the Service Level Agreement from time to time.

'Services' means all work performed by Supplier to Customer under this Agreement including but not limited to Consultancy Services and Training Services;

'Site' means the location(s) where the Licensed Program Materials will be used;

'Software' means the application in object code form identified in the Customer Order and the associated licensing scripts provided to the Customer under this Agreement, and includes any bespoke software and any New Release;

'Specification' means the document entitled 'Functional Overview' or similar which describes the behaviour of the Software published by the Supplier from time to time;

'**Support and Maintenance'** means the provision of support services by the Supplier and New Releases to the Customer in accordance with clause 6 below and the Service Level Agreement referred to in the Customer Order (where applicable);

'Support and Maintenance Fees' means the fees payable by the Customer for the provision of Product Maintenance and Support as detailed in the Customer Order;

'Training Services' means any training provided to the Customer by the Supplier and in relation to training provided over the phone, refers only to users that have completed an accredited training course;

'User Acceptance Tests' means the test undertaken by the Customer to confirm that the Software performs substantially in accordance with the Specification;

'User Access Subscription Fees' means the fees payable by the Customer for user access to software provided on an annual subscription basis.

2. Licence

2.1 In consideration of the payment by the Customer for the Licence Fees in accordance with the terms of this Agreement, the Supplier hereby grants the Customer an End User Licence for software directly licenced by SWG, as detailed in the Customer Order, upon the terms and conditions of this Agreement.

For software licenced by 3rd parties, the supplier will procure a license exclusively for the customer to use the software as detailed in the Customer Order, upon the terms and conditions of the 3rd parties licence agreement.

2.2 The Customer's use of the Licensed Program Materials is limited to the number of Authorised Users as stated in the Customer Order or as extended from time to time as agreed between the parties and on payment of the appropriate Licence Fees.

2.3 The Customer may not under any circumstances use the Software in relation to an end user contract other than that specified in the Customer Order without paying the associated Licence Fees as defined in the Customer Order.

3. Delivery

3.1 The Supplier shall use all reasonable endeavours to deliver the Licensed Program on the Delivery Date or as soon thereafter as is reasonably possible under the circumstances at a time agreed with the Customer.

4. Installation

4.1 The Supplier shall provide the Customer with the relevant license keys to enable it to access the Software. This shall constitute the Delivery Date.

4.2 Unless otherwise mutually agreed as part of an implementation plan, the Customer shall have thirty (30) days from the Delivery Date to use the Software and associated Program Documentation not for the purposes of its trade or business but solely for the purpose of undertaking User Acceptance Teststo assess that the Software performance substantially in accordance with the Specification.

4.3 If in undertaking the User Acceptance Tests the Customer reasonably determines that the Software does not perform substantially in accordance with the Specification then it shall be entitled to:

4.3.1.1 accept the Software as is, without prejudice to the Customer's rights, having paid in full all Support and Maintenance Fees, to request the Supplier to fix any outstanding problems; or

4.3.1.2 in the case of software owned by the Supplier require on reasonable notice in writing the Supplier to fix the Software at no added cost to the Customer.

In the case of software owned by a 3rd party require on reasonable notice in writing the Supplier to make all reasonable endeavours to have the relevant changes made by the software vendor.

4.4 If within 30 days from the commencement of User Acceptance Testing the Customer has not invoked the procedures set out in clause 4.3, the Customer shall be deemed to have accepted the software.

5. Customer Obligations

The Customer shall ensure that the agreed number and level of personnel are trained to the satisfaction of the Supplier. In the event that any personnel leave, the Customer shall ensure that replacement personnel attend training from the Supplier.

6. Support and Maintenance and Hosting Services

6.1 The Support and Maintenance and where applicable, Hosting Services Fees shall be invoiced by the Supplier annually in advance from the Delivery Date and are payable by the Customer in accordance with the provisions of clause 8 below.

6.2 Support and Maintenance and Hosting Services will be provided for an initial minimum period of five (5) years or as stated in the Customer Order from the Delivery Date, following which it will be automatically renewed for successive periods of one (1) year on each anniversary of the Delivery Date unless and until terminated by either party giving to the other at least ninety (90) days' written notice of termination, whereupon the provision of Support and Maintenance will cease as from the next anniversary date following expiry of the ninety (90) days' notice period.

6.3 Annual License Support and Maintenance Fees and Hosting Services Fees will be increased by the Supplier annually in accordance with the indexation stated in the Customer Order Form

6.4 In the event of late payment of the Support and Maintenance Fees and/or Hosting Services Fees by the Customer, the Supplier reserves the right to suspend its provision of Support and Maintenance and/or Hosting at any time until fee is paid, and impose a reinstatement fee equal to 10% of annual fee for each month, or part of a month, that any of the Support and Maintenance or Hosting Services Fee is late. No rebate shall be given for periods where Support and Maintenance or Hosting Services are suspended as a result of non payment.

6.5 Support and Maintenance shall not include the diagnosis and/or rectification of any fault or malfunction in the Software resulting from:

6.5.1.1 the improper use, operation or neglect of the Licensed Program Materials;

6.5.1.2 the modification of the Software or its merger (in whole or in part) with any other software which is not carried out by the Supplier;

6.5.1.3 the failure by the Customer to implement reasonable recommendations in respect of or solution to faults previously advised by the Supplier;

6.5.1.4 any repair, adjustment, alteration or modification of the Software by any person other than the Supplier without the Supplier's prior written consent.

6.5.1.5 the use of the Software other than for the purpose for which it was designed as defined in the Specification or as reasonably envisaged under this Agreement;

6.5.1.6 any customisations, custom reports, integrations, or support of customisations, custom reports or integrations unless specifically included in the Customer Order; and

6.5.1.7 request for Support and Maintenance received from personnel who are not trained to the satisfaction of the Supplier.

6.6 Support and Maintenance does not include the issues related to or caused by the following components the resolution of which must be separately charged and paid for as Services:

6.6.1 Hardware, operating system, network, infrastructure unless specifically stated in the Customer Order; and/or

6.6.2 Data corruption howsoever caused; and

6.6.3 Data introduced to the system other than by the user interface or an integration written or approved by the Supplier.

6.7 Support and Maintenance includes the supply of New Versions, except where these are subject to additional charges (e.g. new modules) and for the avoidance of doubt excludes the cost of technical work required to install software and upgrade client data unless specifically included on the Customer Order.

6.8 The Supplier shall only be required to provide Support and Maintenance in respect of New Releases and shall not be bound to provide Support and Maintenance in connection with any superseded version after a ninety (90) day period has elapsed. The Customer will destroy any superseded version once it ceases to be used.

6.9 For the purposes of this clause Software shall mean the current version or such previous version as has been agreed between the parties.

6.10 The Supplier is not responsible for upgrades to customisations, integrations and/or user defined reports (e.g. to a time zone enabled database) and the Customer should ensure it tests upgrades before relying on the output. The Supplier will only provide Support and Maintenance on these elements of the system if expressly noted on the Customer Order Form and when the related Support and Maintenance fee has been paid.

6.11 In the event that the Customer terminates Support and Maintenance in accordance with clauses 6.2, and subsequently requests the Supplier to reinstate the provision of Support and Maintenance, then the following provisions shall apply:

6.11.1 Upon the Customer's written request, and subject always to the Customer having paid to the Supplier any sums due in accordance with clause 8.1 and the Support and Maintenance Fees due (at the rates agreed between the parties) for a minimum period of twelve (12) months as from the date of reinstatement, the Supplier agrees to reinstate the provision of Support and Maintenance.

6.11.2 The Customer agrees to pay to the Supplier the following reinstatement fees:

(i) all backdated Support and Maintenance Fees that would otherwise have been due at the previously agreed rate, covering the period from the date that the provision of Support and Maintenance was terminated to the date of reinstatement; and

(ii) a reinstatement fee equal to an additional 10% of the sum due in accordance with (i) above.

7. Services

7.1 In consideration of the payment by the Customer of the Services Fees, the Supplier agrees to provide the Services as detailed in the Customer Order.

7.2 The Supplier will invoice all Charges in respect of the provision of Services 50% in advance and 50% monthly in arrears unless otherwise agreed.

7.3 Invoices for the advanced payment will be payable immediately and invoices for the remainder will be payable within 30 days of the invoice date.

7.4 The Customer will be responsible for payment of travel, accommodation and other out of pocket expenses in accordance with the Expenses Policy unless noted otherwise in the Customer Order Form within the Special Conditions.

7.5 Any training materials provided by the Supplier shall be for sole internal use and the Customer undertakes not to provide any training to third parties which makes use of such materials nor to make copies of any such materials without the prior written consent of the Supplier such consent not to be unreasonably withheld or delayed. The Supplier does not undertake to provide bespoke training materials unless expressly agreed within the Customer Order Form.

7.6 The Customer will provide the Supplier's staff with the required access permission and method of access for providing the Services.

7.7 The Customer may postpone all or part of the agreed Services prior to the Supplier's performance of such Services upon giving the Supplier fourteen (14) days' written notice in accordance with clause 18 below. The postponement of any Services shall be subject to any agreed postponement fees and/or expenses incurred by the Supplier up to the date of postponement, as detailed in the Customer Order. Should the Supplier postpone all or part of the agreed Services with less than fourteen (14) days' written notice, the Customer will be liable to pay 100% of the Service previously agreed.

7.8 The Supplier is entitled to review the day rate for Services annually and may increase the day rate where deemed necessary.

7.9 Services are charged on the basis of time taken and the accuracy of time estimates are based on assumptions derived from related experience and Customers' instructions and so further Services may be incurred and charged and estimates cannot be guaranteed.

7.10 In the event that the Supplier is required to travel to provide any of the Services, then the Customer shall pay the time of the Supplier at a rate of 50% of the standard day rates for Services as specified in the Customer Order and 100% on out of hours and weekend after the first hour of each instance of travel unless stated otherwise in the Customer Order Form.

7.11 All Charges detailed in the Customer Order are stated exclusive of Value Added Tax and the Customer shall be responsible for the payment of Value Added Tax thereon where appropriate.

7.12 Where Services have been contracted on a Time and Materials basis and time remains unused and unpaid, after a period of one year from the Agreement Date, the Supplier may at its discretion cancel the remaining time available. Should further Services time subsequently be required by the customer at a later date, and Customer Order Form will be raised in order for new days to be procured from the Supplier.

8. Payment

8.1 The Customer shall pay all invoices in accordance with the terms set out in this Agreement as detailed in the Customer Order Form. The Licence Fee shall be levied by the Supplier with effect from the Delivery Date.

8.2 The Supplier reserves the right to charge interest on any unpaid amount at a rate of four (4) per cent per annum above the base lending rate of the Bank of England at the time, accruing on a daily basis and compounding monthly until payment is made.

8.3 Payment of all Charges shall not be subject to set-off or deduction.

9. Property in the Licensed Program Materials

9.1 The Customer acknowledges that all Intellectual Property Rights subsisting in or relating to the Licensed Program Materials including training materials belong exclusively to the Supplier.

The Customer undertakes not to do or fail to do any act or thing which might impair the Intellectual Property Rights of the Supplier.

9.2 The Customer shall not:

9.2.1 make a copy of the Software other than for necessary back-up purposes;

9.2.2 reverse compile, copy or adapt the whole or any part of the Licensed Program Materials for the purposes of correcting errors in the Licensed Program Materials;

9.2.3 attempt to recreate the source code or otherwise amend the Software

9.2.4 save solely for the purposes expressly permitted by and in accordance with sections 296A(1) or 50B(2) of the Copyright Designs and Patents Act 1998 copy adapt or reverse compile the whole or any part of the Licensed Program Materials;

9.2.5 assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Licensed Program Materials on behalf of any third party or make available the same to any third party other than as provided in accordance with the terms of this agreement;

9.2.6 remove or alter any copyright or other proprietary notice on any of the Licensed Program Materials.

9.3 The Customer shall:

9.3.1 keep confidential the Licensed Program Materials and limit access to the same to those of its employees' agents and subcontractors who either

have a need to know or who are engaged in the use of the Licensed Program Materials;

9.3.2 reproduce on any copy (whether in machine readable or human readable form) of the Licensed Program Materials the Supplier's copyright and trade mark notices.

9.3.3 notify the Supplier immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any third party;

9.3.4 without prejudice to the foregoing take all other reasonable steps as shall from time to time be necessary or desirable to protect the confidential information and Intellectual Property Rights of the Supplier in the Licensed Program Materials; and,

9.3.5 inform all relevant employees, agents and sub-contractors that the Licensed Program Materials constitute confidential information of the Supplier and that all Intellectual Property Rights therein are the property of the Supplier and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees agents and subcontractors with the provisions of this clause.

10. Confidentiality

10.1 Each party and all related group companies undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received pursuant to this Agreement (including as a result of the discussions leading up to or the entering into of this Agreement) and shall not divulge such information to any person (except to such party's own directors, employees, agents and sub-Contractors who need to know the same for the purposes of this Agreement) without the other party's prior written consent provided that this clause shall not extend to information which:

10.1.1 must be disclosed pursuant to specific requirements by law, regulation or by a court of law;

10.1.2 becomes publicly known through no wrongful act of either party;

10.1.3 is received from a third party without similar restrictions; or:

10.1.4 is independently developed without reference to any of the confidential information made available from the other.

10.2 Each party undertakes to the other to take all such steps as shall from time to time be reasonably necessary to ensure compliance with the provisions of clause 10.1 above by its directors, employees, agents and sub-contractors.

10.3 Provisions of this clause 10 shall remain in full force and effect notwithstanding the termination of this Agreement.

10.4 The Customer agrees that the supplier may use non-attributable data in order to produce industry related information which also may be shared with the Customer.

11. Warranty

11.1 Subject to the exceptions set out in clause 11.4 below, the Supplier warrants and represents that, throughout the term of this Agreement:

11.1.1 its title to the property in the Licensed Program Materials is free and unencumbered and that it has the right power and authority to license the same and provide the Consultancy Services upon the terms and conditions of this Agreement;

11.1.2 the Software will for a period of three (3) months from the Delivery Date conform to the Specification;

11.1.3 it will perform the Consultancy Services and the Support and Maintenance with all reasonable care and skill; and

11.1.4 it has tested for viruses in the Software using commercially available virus checking software consistent with current best industry practice.

11.2 The Customer shall give notice to the Supplier as soon as it is reasonably able upon becoming aware of any breach of warranty.

11.3 Subject to clause 11.4 below, the Supplier shall remedy promptly any breach of the warranties set out in clauses 11.1.3 and 11.1.4 by repairing or replacing the Software.

11.4 The Supplier shall have no liability to remedy a breach of warranty where such breach arises directly as a result of the misuse of or non-compliance with any user instruction by the Customer including any of the circumstances described in clause 6.5.

11.4.1 Without prejudice to the foregoing the Supplier does not warrant that the use of the Software will

meet the Customer's data processing requirements or that the operation of the Software (including where in machine-readable form the Program Documentation) will be uninterrupted or error free (but such errors will be rectified by the Supplier according to the terms of the Service Level Agreement).

11.4.2 Subject to the foregoing all conditions, warranties, or other terms which might have effect between the parties and undertakings express or implied statutory or otherwise in respect of the Licensed Program Materials and the provision of the Services are hereby excluded.

12. Limitation of Liability

12.1 The following provisions set out the Supplier's entire liability (including liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of:

12.1.1 any breach of its contractual obligations arising under this Agreement howsoever arising; and

12.1.2 any representation statement or tortuous act or omission including negligence howsoever arising under or in connection with this Agreement.

12.2 Any act or omission on the part of the Supplier or its employees agents or sub-contractors falling within clause 13.1 above shall for the purposes of this clause 13 be known as an "Event of Default."

12.3 Neither party's liability to the other party by itself or its employees agents or sub-contractors, for death or injury resulting from its negligence or for fraud or fraudulent misrepresentation or for any other liability which it is unlawful to attempt to limit or exclude, shall be limited or excluded by the terms of this Agreement.

12.4 Subject to the provisions of clause 12.3 above the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:

12.4.1 £250,000 in the case of an Event of Default in respect of damage to tangible property of the Customer resulting from the negligence or wilful act or omission of the Supplier or its employees, agents or sub-contractors.

12.4.2 without prejudice to clause 12.4.1, in the case of an Event of Default relating to the provision of Services by the Supplier, a maximum of the total Services Fees paid by the Customer for that part of the Services to which the Event of Default relates; and

12.4.3 in the case of any other Event of Default the aggregate of the Licence Fee paid by the Customer in the immediately preceding period of 12 months.

12.5 Subject to clause 12.3 above the Supplier shall not be liable to the Customer for loss of profits, goodwill, the failure to make anticipated savings or any type of special, indirect or consequential loss or loss or damage suffered by the Customer as a result of any action or omission by the Supplier, even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

12.6 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.

12.7 The Customer hereby agrees to afford the Supplier no less than sixty (60) days (following notification thereof by the Customer) in which to remedy any Event of Default hereunder, except for any such Event of Default that is not capable of remedy.

12.8 Except in the case of an Event of Default arising under clause 12.3 above the Supplier shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon the Supplier within 6 months of the date it became aware of the Event of Default or the date when it ought reasonably to have become so aware.

12.9 In view of the exclusions and limitations of the Supplier's liability in these terms, the Supplier recommends that the Customer considers taking out its own insurance in respect of those risks for which the Supplier excludes or limits liability. Additionally, the Customer acknowledges that the price of the licence hereunder and/or Services provided for under the Agreement reflects the exclusions and limitations on the Supplier's liability as set out in this clause 12, and that the Customer had the opportunity to negotiate variations to the exclusions and limitations, upon the Agreement of a higher price. Accordingly, the parties agree that such exclusions and limitations are reasonable in all the circumstances.

12.10 The Software may contain Google Maps® or integration with it. When Google Maps and/or integration with it is provided by the Supplier this is provided “as is” and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall service works be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and any form of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of Google Maps, even if advised of the possibility of such damage.

13 Intellectual Property Rights Indemnity

13.1 The Supplier will indemnify and hold harmless the Customer from and against all claims, liabilities, proceedings, costs, damages losses or expenses that may be incurred by the Customer arising from or in any way connected with any claim or action that the normal operation possession or use of any services provided under this Agreement (including Services, Support and Maintenance and Hosting Services) or of the Licensed Program Materials by the Customer infringes the intellectual property rights of any third party (an “Intellectual Property Infringement”), provided that the Customer agrees to:

13.1.1 give notice to the Supplier of any Intellectual Property Infringement promptly upon becoming aware of the same, provided that the Supplier’s obligations under this Clause 13 are not contingent upon compliance with this clause 13.1.1;

13.1.2 give the Supplier the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and will not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Supplier; and

13.1.3 act in accordance with the reasonable instructions of the Supplier and give to the Supplier such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

13.2 The Supplier shall reimburse the Customer its reasonable costs incurred in complying with the provisions of clause 13.1 above.

13.3 The Supplier shall have no liability to the Customer in respect of an Intellectual Property infringement to the extent that such Intellectual Property Infringement is directly due to a material breach of the Customer’s obligations under this Agreement.

13.4 In the event of an Intellectual Property Infringement the Supplier shall at its own expense and at the Customer’s option (acting reasonably):

13.4.1 procure the right for the Customer to continue using the affected Licensed Program Materials; or

13.4.2 make such alterations, modifications or adjustments to the affected Licensed Program Materials so that they become non-infringing without incurring a material diminution in the performance or functionality; or

13.4.3 replace the affected Licensed Program Materials with non-infringing substitutes provided that such substitutes do not entail material diminution in performance or functionality.

13.5 If the Supplier in its reasonable judgement is not able to exercise any of the options set out at clauses 13.4.1, 13.4.2 or 13.4.3 above within 180 days of the date it received notice of the Intellectual Property Infringement then the Customer without prejudice to any other rights or remedies it may have hereunder or at law shall be entitled to terminate this Agreement to the extent that it relates to the affected Licensed Program Materials by written notice upon the Supplier.

13.6 The provisions of clause 12 shall apply to this clause 13.

13.7 Where this Agreement is terminated pursuant to clause 13.5, the Supplier will reimburse to the Customer an amount calculated on a pro-rata basis in respect of any Charges prepaid by the Customer to the extent that such Charges are attributable to the Customer’s use of the Software or receipt of any services contemplated under this Agreement for the period following the date of such termination.

14. Termination

14.1 This Agreement may be terminated:

14.1.1 by the Customer at the end of the initial period as stated on the Customer Order upon giving not less than ninety (90) days’ notice to the Supplier and having paid in full all applicable Charges,

14.1.2 forthwith by the Supplier if the Customer fails to pay any sums due hereunder following a final notice period of thirty (30) days to the Customer to make payment;

14.1.3 forthwith by either party if the other commits any material breach or series of persistent breaches which amount to a breach of any term of this Agreement (other than one falling within 14.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same.

14.1.4 forthwith by either party if the other is declared or becomes insolvent, or convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignment for the benefit of its creditors, or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party (save for the purpose of and followed by a voluntary reconstruction or amalgamation), or if an encumber party takes possession of or a trustee, receiver, liquidator, administrator, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets, or any distress execution or other legal process is levied, threatened or enforced upon any of such assets, or any similar or analogous action is taken or threatened; and

14.2 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on such termination. For the avoidance of doubt, as Support and Maintenance and Hosting Services Fees are payable annually in advance, upon termination of this Agreement by the Customer, other than by the Supplier's default, the Customer shall not be entitled to receive any refund or credit in respect of any Support and Maintenance Fees paid by the Customer.

15. Assignment

15.1 The Supplier may assign, transfer or subcontract this Agreement or any right or obligation under it. The Supplier shall notify the Customer in advance of any such assignment, transfer or sub-contracting of this Agreement.

15.2 The Customer may assign the benefit of this Agreement to one of its Affiliates, with the prior written consent of the Supplier, provided that the assignee is of equal or better financial status and provided that the assignee undertakes in writing to the Supplier to be bound by the obligations of the Customer under this Agreement. The Customer shall notify the Supplier in advance of any such assignment, transfer or subcontracting of this Agreement and shall provide the Supplier with sufficient information and any other required information as the Supplier may request, to enable the Supplier to assess whether it will provide its consent to the assignment, transfer or subcontract. The Customer shall be liable to pay to the Supplier any additional fees and costs incurred by the Supplier in assisting the Customer with the assignment, transfer or subcontract should the Customer request assistance from the Supplier, at the standard rates detailed in the Customer Order.

16 Force Majeure

16.1 Neither party shall be liable to the other for any breach of its obligations hereunder resulting from causes beyond its reasonable control

17 Notices & Communications

17.1 No communication from one party to the other shall have any validity under this Agreement unless made in writing.

17.2 Any notice or other communication whatsoever which either party hereto is required or authorised by this Agreement to give or make to the other shall be given or made either by letter, delivered by hand or by first class post. Notices sent in accordance with this clause shall be deemed to have been received upon delivery (in the case of a letter delivered by hand), two working days after the date of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail).

17.3 For the purposes of clause 17.2 above the address of each party shall be:

For the Supplier:

Service Works Global Limited
4 Keswick Road, Putney
London SW15 2JN
For the attention of: The Company Secretary
info@swg.com

For the Customer:

The name, address, Customer Representative to whom all notices should be addressed and their contact details are as stated in the Customer Order Form.

18 General

18.1 If any part of this Agreement shall for any reason be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable this shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

18.2 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

18.3 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating thereto. Nothing in these terms and conditions is intended to exclude or limit either party's liability in respect of any fraudulent misrepresentation.

18.4 Save as provided under clause 18.1 above, no amendment or variation of this Agreement shall be effective unless executed by the duly authorised representatives of the parties.

19 Governing Law and Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with English Law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.

20 Survival

20.1 Termination of this agreement will not affect the rights or obligation of the parties that have accrued prior to or accrue on termination or by their nature are intended to survive termination, including:

20.1.1 Clause 10 – Confidentiality;
20.1.2 Clause 12 – Limitation of Liability;
20.1.3 Clause 13 – Intellectual Property Rights Indemnity;
20.1.4 Clause 20 – Survival and
20.1.5 Clause 21 – Non-Solicitation.

21 Non-Solicitation

21.1 The Customer undertakes that for the period of this agreement and for one (1) year thereafter, it will not employ, contract independently with, attempt to solicit or entice from the Supplier or any group company any of the Supplier's employees. In the event of breach of this obligation by the Customer, the Customer shall be liable to pay to the Supplier, by way of liquidated damages, a sum equal to the costs associated with returning the Supplier to the position it was in prior to the breach, plus reimbursement for anticipated loss of business that would be reasonable expected as a result of the breach.

SCHEDULE 1

(CUSTOMER ORDER FORM)