



Managed Service Agreement

Between

Documation Software Ltd

And

[Customer Name]





THIS AGREEMENT is made on the [date]

BETWEEN

(1) Documation Software Limited (registered number 02528958) whose registered office is at White Building, Cumberland Place, Southampton, SO15 2NP ("**Documation**") and

(2) [Customer Name] (registered number [nnnnnn]) whose registered office is at [registered office address] (the "**Client**")

Hereafter referred to as either the "**Parties**" in the plural, or where the context requires "**Party**" when referred respectively to the other party in the singular.

WHEREAS:

(a) Documation is the supplier of the computer software products (the "**Software**") and of technical expertise and ongoing support based on the Software (the "**Services**"); and

(b) The Client desires to use the Software for the duration of this Agreement; and

(c) Documation desires to supply the Services and to grant to the Client the right to use the Software on the Hardware for the term of this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement (which expression includes the Schedules and any Appendices or attachments hereto) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Acceptance Certificate" means the certificate to be issued by the Client under clause 3.7 (i);

"Acceptance Date" means the date on which Acceptance occurs according to Clause 3.7;

"Acceptance Tests" tests performed by the Client to confirm that the Software fulfils in all material respects the functionality defined in the Detailed Specification;

"Additional Services" means any services including without limitation management consulting, system design, system development, system build, system test, installation, training and project management provided by Documation to the Client in addition to the Implementation Services and Standard Support Service for the purpose of or in conjunction with the permitted use, development, or modification of the Software;

"Agreement" means this legal framework governing the terms of and conditions of use for the Software and Services;

"Affiliate" means and includes in relation to either Party each and any Subsidiary or Holding Company of that Party and each and any Subsidiary of a Holding Company of that Party;

"Change Request" means any amendment to the Software made by Documation by Agreement between Documation and the Client through the provision of Additional Services;



“Client Assistance” means assistance provided by the Client to enable Documation to perform its duties under this Agreement;

“Client Content” means any data or documents created or stored on the System by the Client;

“Defect” means a failure of the software to fulfil in a material respect a specific aspect of the functionality defined in the Detailed Specification during the Acceptance Tests or Warranty Period;

"Detailed Specification" means the documents detailing the requirements of the Client of the Software to be produced by Documation as part of the Implementation Services;

“Documation Software” means the Software and any additional standard solutions or systems which the Client may obtain from Documation under or in connection with this Contract including all Modifications other than Third Party Software;

“Documentation” means the operating manuals, user instruction manuals, technical literature and all other related documentation provided by the Licensor relating to the Software, in either printed text or machine readable form, including but not limited to the technical documentation, program specification, user and operations manuals;

"Escrow" means the deposit with, and retention by the Escrow Agent of, the Source Code Materials;

"Escrow Agent" means NCC Group Escrow Limited, Manchester Technology Centre, Oxford Road, Manchester M1 7EF;

"Escrow Agreement" means the Single Licensee Escrow Agreement attached to this Licence at Appendix 3

“Fees” means the Initial Payment, the Subscription Fees and payments due for any of the Services as applicable;

“Good Industry Practice” means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a competent company within the relevant industry or business sector;

“Hardware” means:

- I. The “Hosted System”; and
- II. the computers provided by the Client on which elements of the Software are installed;

"Holding Company" shall be construed in accordance with section 1159 of the Companies Act 2006, as amended;

“Hosted System” means the hardware and operating environment (if any) provided by Documation which is detailed in Schedule 3 and onto which elements of the Software are installed;

“Initial Contract Period” means the length of time defined in Schedule 4;



“Installation” means the effective installation of the Software by Documation onto the Hardware;

“Implementation Services” means the services listed in Schedule 1 provided by Documation to the Client for the purpose of preparing, deploying and enabling the Client to use the System in the configuration defined in the System Proposal;

“Initial Payment” means the sum payable in respect of Project Initiation Fee and the first subscription fee as defined in Schedule 4;

“Intellectual Property Rights” means all patents, , utility models, rights to inventions, copyright (including without limitation copyright in computer software) and related rights, design rights (whether registerable or otherwise), trademarks, service marks, trade secrets, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, know-how, database rights, and any other intellectual I property rights (whether registered or unregistered) and including the right to apply for and all applications for any of the foregoing rights anywhere in the world, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

“Local Software” means those elements of the Software (e.g. Scanning software or OCR correction software) to be installed on the computers provided by the Client;

"Maintenance Release" means a release of the Software which corrects faults or adds functionality or otherwise amends the Software but which does not constitute a New Version or New Module;

“Mitigate” means the taking of such reasonable steps that would be taken by a prudent provider of support services in accordance with Good Industry Practice to mitigate against the Incident in question;

“Modification” means any Change Request, Maintenance Release, New Module or New Version;

"New Module" means any new functionality of the Software which from time to time is publicly marketed and offered for purchase by Documation in the course of its normal business where the purchase or operation of the new module requires payment of an additional fee;

"New Version" means any new version or upgrade of the Software which from time to time is publicly marketed and offered for purchase by Documation in the course of its normal business where the purchase or operation of the new version does not require the purchaser already to possess a version of the Software;

“Project Initiation Fee” means the fee payable under this Managed Service Agreement as defined in Schedule 4;



“Project Manager” means the person appointed by the Licensor from time to time in order to manage the provision of the Implementation Services;

“Software service level agreement” means the Service level Agreement attached as Appendix 1;

“Services” means a) the Implementation Services b) the Standard Support Service and c) the Additional Services;

"Software" means:

- (i) the software as defined in Schedule 1; and
- (ii) any Modification which is acquired by the Client during the term of this Agreement;

“Special Hardware” means the Special Hardware (e.g. Scanners etc.) to be provided under the agreement as defined in the System Proposal;

“Special Hardware Costs” means the cost of the Special Hardware

"Source Code Materials" means the source code of the Software and all technical information and documentation required to enable the Client to modify and operate the Software and any Modification;

"Standard Support Service" means the support service more particularly described in the Service level Agreement attached as Appendix 1;

"Standard Support Hours" means the support hours defined in Schedule 2;

“Subscription Fees” means the subscription fees payable under this Managed Service Agreement as defined in Schedule 4;

“Subscription Period Start Date” means the date on which the Software is first made available to the Client for user acceptance testing;

"Subsidiary" shall be construed in accordance with section 1159 of the Companies Act 2006, as amended;

"Support Manager" means the person appointed by the Licensor from time to time in order to manage the provision of the Standard Support Service;

“Project and Support Staff” means those individuals who perform the Licensor's obligations under this Agreement including (where the context permits) the Project Manager and Support Manager;

“System” means the Hosted System (where provided under Schedule 3), the Software and the Documentation;

“System Proposal” means the commercial proposal for the supply of the System attached as Appendix 2;



“Third Party Software” means any software the intellectual property rights in which are owned by a third party and developed independently of this Agreement;

"Trigger Event" means an event the occurrence of which would entitle the Licensee to apply to the Escrow Agent for release of the Source Code Materials from Escrow pursuant to the provisions of the Escrow Agreement.

“Virus” means any program which contains malicious code or infiltrates or damages a computer system without the owner’s informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

"Warranty Period" shall be a period of 12 (twelve) months commencing on the Acceptance Date.

“Working Day” means a day other than a Saturday, Sunday or public holiday in England.

1.2 The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to Clauses, Appendices and Schedules are to clauses, appendices and schedules of this Agreement.

1.3 Unless the context otherwise so requires:

1.3.1 references to Documation and the Client include their permitted successors and assigns; and

1.3.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and

1.3.3 references to any gender include all genders.

1.4 Agreement Contents. This Agreement shall contain the following components. All such documents are hereby included and incorporated. Additional documents may be included by mutual agreement by the parties from time to time.

Master Managed Service Agreement	
Software and Implementation Services	Schedule 1
Supported Sites & Standard Support Hours	Schedule 2
Hosted System Details (if applicable)	Schedule 3
Term & Fees	Schedule 4
Software Service Level Agreement	Appendix 1
Proposal	Appendix 2
Escrow Agreement	Appendix 3
Data Processing Agreement	Appendix 4
Hosted Infrastructure Service Level Agreement (if applicable)	Appendix 5

2. MANAGED SERVICE

2.1 In consideration of the payment of the Project Initiation Fee and the Subscription Fees by the Client to Documation in accordance with and subject to Clause 8:

2.1.1 Documation will provide the Implementation Services



2.1.2 Documation hereby grants a non-exclusive, non-perpetual licence to the Client and its Affiliates to use the Software for the duration of, and in accordance with the terms of, this Agreement on a 'license to use' basis.

2.1.3 Documation will provide the Standard Support Service for the Software for the duration of this Agreement in accordance with the terms of this Agreement.

2.1.4 Documation will provide the Hosted System for the duration of this Agreement if applicable under Schedule 3.

2.2 In consideration of the payment of the Special Hardware Costs by the Client to Documation in accordance with and subject to Clause 8 Documation will provide the Special Hardware.

2.3 Additional Services. Additional Services ordered by the Client and agreed by Documation will be charged on a time and materials basis at the then current Documation daily rates provided that the Client has expressly agreed in writing to pay such amounts in advance. Documation daily rates applicable at the date of this agreement are defined in Schedule 2.

2.4 Travel and Subsistence. Reasonable travel and subsistence expenses will be charged in addition to the Fees, subject to the Client's prior written approval of the amount of such expenses.

3. THE IMPLEMENTATION SERVICES

3.1 **Implementation Approach.** The Implementation Services will be delivered in accordance with the Implementation Approach defined in Appendix 2.

3.2 **Detailed Specification.** The Parties shall use reasonable endeavours to agree the Detailed Specification within ten (10) working days or such other timescale as is agreed by the Parties. The Client will confirm agreement of the Detailed Specification in writing following which any adjustments required to the project plan and or costs of the Services or Software will confirmed by Documation.

3.3 **Acceptance Test Preparation.** The Client will conduct user Acceptance Tests for the System to show that the System complies in all material respects with the Detailed Specification. On request Documation shall provide 2 hours of remote advice to the Client in preparing such user acceptance criteria and test data and at additional cost Documation shall provide the Client with a testing workshop.

3.4 **Configuration and Implementation.** Following finalisation of the Detailed Specification Documation shall in accordance with the project plan and subject to timely provision of the Client Assistance:

- (i) configure and test the Software and prepare any documentation, training materials, interfaces, and other deliverables;
- (II) deliver the Local Software (if required) and, if defined in the System Proposal, install it to the Client's hardware on such of the Client's equipment as notified to Documation in writing using a remote connection between the Documation's premises and the Hardware;
- (III) deliver and install the server Software using a remote connection between Documation's premises and the Hardware;
- (IV) provide the training detailed in the System Proposal;



(V) deliver to the Client an electronic version of the Documentation.

3.5 Acceptance Tests. Unless otherwise agreed by the Parties in the project plan, within five (5) days of the Client receiving training on the operation and use of the Software the Client shall commence the agreed Acceptance Tests for the System and shall give Documation at least twenty four (24) hours' notice of the start of the Acceptance Tests. During the Acceptance Tests:

3.5.1 The Client shall report the occurrence of any Defects promptly using the Defect reporting system provided by Documation in accordance with the requirements of the Standard Support Service; and

3.5.2 Documation shall use reasonable commercial endeavours to provide workarounds if possible whilst defects are being resolved and to resolve defects promptly in accordance with the terms and timescales of the Standard Support Service and following delivery of the resolution for the Defect the relevant test(s) shall be repeated promptly by the Client. Any deviation from this arrangement shall be mutually agreed by the parties; and

3.5.3 If after three (3) repeated Acceptance Tests of a revised version the Defect remains unresolved and no workaround has been provided then the Client may choose at its sole discretion:

- (i) to continue to test subsequent revisions or
- (ii) by written notice to Documation, to accept the System subject to change of acceptance criteria, amendment of the Detailed Specification and/or reduction in the Fees as, after taking into account all the relevant circumstances, is agreed in writing to be reasonable by both Documation and the Client; and

3.6 If Documation is unable to correct a material Defect within a period of six (6) months from it being reported under clause 3.5.1 provided that the Client has repeated the Acceptance Tests as required by Clause 3.5.3, it may reject the System as not conforming to the Detailed Specification, in which event the Client may terminate the Contract or enter into good faith negotiations to mutually agree another acceptable recourse or resolution.

3.7 Acceptance of the System. Acceptance shall be deemed to have occurred on whichever is the earliest of:

- (i) the Client issuing an Acceptance Certificate or email confirming that the last version of the Software has passed the Acceptance Tests; or
- (ii) the first 'live' use of the System by the Client to process transactions in the normal course of its business; or
- (iii) the expiry of ten (10) days following the installation of a Maintenance Release of the Software which Documation believe resolves all material outstanding defects unless the Client notifies Documation that defects still remain following retesting under Clause 3.5.2.

3.8 If Acceptance of the System occurs under the provisions of Clause 3.8 (ii) any remaining defects at the time of Acceptance will be transferred to the support helpdesk system and will fall under the terms of the Standard Support Service.

4 CHANGE CONTROL

4.1 Either party may request a change in the Services and/or Software (including any Modification) by giving notice in writing to the other describing the change and the reasons for requesting it in sufficient detail to enable the other party to understand the possible impact of the proposed change ("Change Request").



4.2 Within a reasonable time of receiving a Change Request from the Client or issuing a Change Request to the Client, Documation shall provide an estimate ("Estimate") to the Client in writing which sets out:

- (i) a unique identifying number for the Change Request
- (ii) whether the change is technically feasible;
- (iii) whether any relief from compliance by Documation with its obligations under this Contract is required, including the obligation to meet any service levels, during the implementation of the change;
- (iv) any impact of the change on the supply of the Services and/or Software (including any Modification);
- (v) an Estimate of the costs of the work to implement the change;
- (vi) any proposed increase or reduction in the Charges as a result of the change.

4.3 Where an Estimate cannot easily be established Documation reserves the right to propose a feasibility study to establish an Estimate such study to be charged at Documation's then current daily rates. The Client has the right to accept or decline the proposal for the Feasibility Study or to modify and resubmit the Change Request.

4.4 As soon as reasonably practicable after the Client receives the Estimate, the parties shall discuss and seek to agree the matter set out in the Change Request and Estimate.

4.5 When the parties agree to make a change, the Client shall issue written authorisation for the Change Request to proceed. Neither party shall be bound by a Change Request until it has been authorised by the Client.

5. SOFTWARE LICENCE

5.1 Deleted

5.2 Licence Conditions

The specific conditions of use which apply to the various types of licence to be provided under this Agreement as listed in Schedule 1 are:

5.2.1 Concurrent user Licence: Notwithstanding the provision of Clause 5.3.5, with a licence for a number of concurrent users you may install or use the Software on any number of computers within the Client's properties notified to Documation provided it is used on no more computers than that number of licensed users at any one time.

5.2.2 Server Licence: With a "Server" licence the Server Software will be installed by Documation on the hard disk and executed in RAM memory on a single server or client PC machine managed by Documation and used to serve no more than the licensed number of named or concurrent users networked to that single computer and, where applicable, to process or store no more than the licensed number of transactions, documents or pages per year.



5.2.3 Workstation Licence: With a "Workstation" licence you may install the Workstation Software on the hard disk and execute in RAM memory on a single client PC machine and use the Software only on this workstation.

5.2.4 Named User Licence; Notwithstanding the provisions of Clause 5.3.4, with a licence for a number of Named users you may install or use the Software on any number of computers within the Client's properties notified to Documation provided that at any one time no more than the licenced number of individual users are provided with a logon to enable them to use the Software.

5.2.5 Test system licences; Test system licences have the same conditions described in 5.2.1. 5.2.2. 5.2.3 & 5.2.4 above as applicable to the type of licences but are restricted to use for software testing purposes and may not be utilised for processing live production data or transactions.

5.3 Scope of Use

5.3.1 For the purposes of the licence granted in Clause 2.1.1 above, "use" of the Software and the Documentation shall be restricted to use of the Software in object code form for the normal business purposes of the Client or any Affiliate but shall include any act which is reasonably incidental to such use, including (without limitation) the creation and maintenance of a reasonable number of back-up copies of the Software and the Documentation. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.

5.3.2 The Client will have no access to or rights in the Software Source Code Materials other than for the purposes of Escrow pursuant to a Trigger Event, as outlined in clause 10.

5.3.3 Save as stated in Clause 5, the Client shall have no right to copy, adapt, reverse engineer, decompile, disassemble or modify the Software in whole or in part except as permitted by law.

5.3.4 The Client may not alter or modify the Software in any way without prior written consent of Documation. This does not apply to customisation code used in conjunction with, and integrated with, the Software which has been developed using an Application Programmers Interface for the Software published by Documation.

5.3.5 The Client may not make copies of the Software additional to those expressly permitted in this Agreement other than for disaster recovery or backup purposes as defined in Clause 5.5.1.

5.3.6 The Client may not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as they appear on the Software on all authorised copies.



5.3.7 The Client may not use the Software in any way other than in a manner specifically licensed under this Agreement or as otherwise permitted by law.

5.3.8 The Client may not display any aspect of the Software on a public bulletin board, website, chat room or by any other unauthorised means without prior written consent

5.3.9 Subject to Clause 23, the Client shall have no right to assign the benefit or burden of this Agreement in whole or in part or to allow the Software to become the subject of any charge, lien or encumbrance without the written consent of Documation such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, the event of a change of majority shareholding by the ultimate beneficial owner of Client will not trigger the provisions of this Clause.

6. HOSTED SYSTEM

6.1 In the event that a Hosted System is being provided by Documation under the terms of this Agreement Documation will provide the hosted system services and hosted system administration listed in Schedule 3 in accordance with the Hosted Infrastructure Service Level Agreement attached in Appendix 5; and

6.2 The Client acknowledges that the Hosted System, servers and equipment may from time to time be inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes provided always that Documation shall, at its expense, use its reasonable endeavours to minimise any interruption to the Client's use of the Hosted System; and

6.3 Documation agrees to rectify any faults or problems in the Hosted System and to use its reasonable endeavours to restore the Hosted System to full operational capacity as soon as reasonably possible; and

6.4 Documation reserves the right to schedule downtime of the Hosted System at any time or date as deemed necessary by the personnel of Documation (at all times acting reasonably) and will give as much notice to the Client of such downtime as reasonably possible; and

6.5 Documation will not be responsible for the accuracy of the Client Content. The Client will fully indemnify and hold harmless Documation from and against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Documation as a result of or in connection with Client Content.; and

6.6 On request, and possibly subject to Additional Fees, Documation may act as an Agent and acquire SSL Certificates on behalf of the Client. Documation provides no warranty or guarantees for any SSL Certificates it acquires. The registration and use of SSL Certificates is subject to the terms and conditions of the relevant issuing certificate authority; and

6.7 The contract for registration of SSL certificates is between the Client and the issuing certificate authority. If payments are not received in respect of SSL Certificate registrations Documation may cancel or retain them. In the event of a dispute between the Client and third parties in respect of the rights to SSL Certificates, Documation retains the right to suspend or cancel disputed SSL Certificates; and

6.8 Unless otherwise stated the Client has full responsibility for the renewal of the SSL Certificate.



7. THE SUPPORT SERVICE

7.1 Standard Support Service

7.1.1 The Standard Support Service will be provided during the Standard Support Hours and will comprise a telephone help-desk to provide technical support to users of the supported Software in respect of the Supported Sites (as set out in schedule 2 or otherwise agreed by Documation).

7.1.2 The Standard Support Service shall meet or exceed the Service Levels set out in the Service Level Agreement as attached hereto in Appendix 1.

7.1.3 Additional Services for software support may be made available at the Client's request and at Documation's sole discretion during extended hours or on-site at Documation's then current standard daily rates to be mutually agreed in advance by the parties.

7.1.4 Documation will from time to time make Maintenance Releases available to the Client without any charge under the terms of the Software service level agreement. Maintenance Releases will require installation by Documation and the Additional Services required for the installation of the Maintenance Release will be provided at no additional cost.

7.1.5 If a Modification provided by Documation fails to achieve acceptance by the Client, Documation shall co-operate with the Client in decommissioning the Modification and returning the Software to its state prior to the acceptance tests so that the Client can continue to operate the Software until a time for repeat installation, integration and testing is agreed.

7.1.6 Documation will not be responsible in any way for support of customisations or new code written by any party other than Documation.

7.2 New Versions

7.2.1 During the term of this agreement Documation will keep the Client informed of any planned or completed New Version and at the Client's request and if mutually agreed in advance in writing install and integrate such New Version of the Software with additional charge for the Additional Services required to do so at Documation's then current standard daily rates also agreed in advance in writing;

7.2.2 Subject to the terms of this agreement and the Software service level agreement (including without limitation implementation of Maintenance Releases):

(i) Documation will continue to support the Software for a minimum 3 years (or such other period as the Parties agree in writing) without requiring the Client to accept a New Version; and

(ii) Documation will provide the Client with at least 12 months' notice before the proposed cessation of Standard Support Services for the then installed version of the Software; and

(iii) Where notice has been given under 7.2.2(ii) the Client will need to agree and arrange with Documation under 7.2.1 to install the New Version of which notice was given before the end of the notified support period failing which Documation may then suspend support of the then installed version of the Software until the Client remedies the situation.

Documation will then continue to provide support for the New Version for a minimum of a further 3 years.



7.3 Documation Project and Support Staff

7.3.1 Documation Team. Documation shall provide sufficient Project and Support Staff to fulfil its obligations under the terms of this Agreement. The Project and Support Staff shall be suitably trained and experienced in the support and maintenance of the Software and will conform to the standards of behaviour and ability to be reasonably expected of such persons.

7.3.2 Time and attention. Documation undertakes to ensure that, unless otherwise agreed with the Client, each member of the Project and Support Staff shall at all times devote his or her time, attention, skill and ability to the same while on the premises of the Client.

7.3.3 Documation alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the Project and Support Staff. Documation assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Client.

7.3.4 Adherence to regulations. Documation shall ensure that while on the Client's premises the Project and Support Staff and all other persons who enter such premises with the authority of Documation for the purpose of, or in connection with, this Agreement or the provision of the Services, adhere to the Client's security procedures and health and safety regulations, as from time to time notified to Documation or otherwise brought to the notice of Documation or such persons and Documation will provide such persons with a suitable means of identification to be shown on request. The Client shall be entitled to remove or to refuse admission to any person who is, or has been, in breach of such procedures and regulations.

8. PAYMENT TERMS AND INVOICES

8.1 Initial Payment and Special Hardware Costs. The Initial Payment and Special Hardware Costs will be invoiced as defined in Schedule 4.

8.2 Subscription Fees. The initial subscription fee is included with the initial payment. Subsequent subscription fees are charged and payable in advance of the period to which the subscription applies following the Subscription Period Start Date as outlined in Schedule 4.

8.3 Subscription Fee Price Increases. On each anniversary of the Subscription Period Start Date:

- (i) The portion of the Subscription Fees relating to the Documation Software and the Standard Support Service will automatically be increased by the same percentage as any increase in the UK retail prices index (or if it is no longer published, any official index replacing it) for the preceding year.
- (ii) The portion of the Subscription Fees relating to 3rd Party Software and Hosting Charges will automatically be increased by the greater of the percentage increase applied to Documation by the relevant supplier or the increase in the UK retail prices index (or if it is no longer published, any official index replacing it) for the preceding maintenance period.

8.4 Documation will at all times provide a VAT invoice on the payment terms defined in Schedule 4.

8.5 Currency. Unless otherwise stated all prices are shown and payable in Pounds Sterling.

8.6 Taxes. All prices are exclusive of any Value Added or other governmental taxes, duties or tariffs now or hereinafter imposed on the production, storage, sale, transportation, import, export or use of the Software or Services, and such charges shall be paid by the Client.



8.7 Where payment of the Fees or any part thereof, where not the subject of a genuine dispute in good faith, is not made on the due date and there is no default on the part of Documation, then Documation, without prejudice to its other rights hereunder or in the law:

- (i) shall be entitled to be paid compensation and charge interest on the overdue amount at the rate of 5% per annum above the base rate of Barclays Bank Plc from time to time. Such interest shall only be charged after providing the Client with ten (10) working days' notice of Documation's intention.
- (ii) is entitled to withhold further provision of any of the Services, Hosted System (if included under Schedule 3) or Software if the Client shall have failed to make the outstanding payment within thirty (30) days after receiving written notice that the payment is overdue, until such time as the outstanding sum is paid.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement shall commence on the date hereof and will continue for the Initial Contract Period. At the end of the Initial Contract Period and each extension of the term under this clause, this Agreement shall automatically extend for a further period of 12 calendar months unless either Party has before the relevant extension date given 6 months' written notice to the other Party that it does not wish to extend the term of the Agreement.

9.2 Either Party may at any time during the last 12 months of the Initial Contract Period or during any extension period request the other to enter into negotiations with a view to entering into a new agreement for a contract period of more than 12 months on materially the same terms as this agreement subject to mutually agreeing the then required commercial arrangements at the time. Each Party shall respond to such request and enter into such negotiations in good faith.

9.3 Termination. Either Party may terminate this Agreement upon a material breach (see 9.4 below) by the other Party of the terms of this Agreement. The terminating Party shall give the other Party written notice of the basis for termination and the other Party shall have thirty (30) days in which to cure the default or, if thirty (30) days is deemed inadequate by the breaching Party, the Parties may mutually agree in writing to an acceptable cure plan and time period for cure. If the default has not been cured within the thirty (30) day period or substantial progress toward a cure has not been made within the mutually agreed to cure period, the non-breaching Party may terminate this Agreement forthwith upon a second notice at the end of the thirty (30) day period or the mutually agreed to period, whichever is applicable. Either Party may terminate this Agreement immediately on notice to the other upon the passing of a resolution of the other Party to enter into liquidation or a winding up (other than for the purposes of a solvent reconstruction under which the newly constituted entity assumes all of the liabilities of the reconstructing Party) or upon the appointment of a liquidator to the other Party.

9.4 For the purpose of clause 9.3 above, and without prejudice to the generality of the term 'material breach' and other matters that may constitute material breaches under this Agreement, the following matters shall be deemed to be material breaches of this Agreement:

- (i) a breach by the Client of any of the provisions of clause 5.3;
- (ii) failure by the Client to make payment of any sum due, to the extent that it is not the subject of a genuine dispute in good faith, where there is no default on the part of



Documation within thirty (30) days after receiving written notice from Documation that the payment is overdue;

- (iii) a breach by the Client of any of clause 12.2 or 12.7.2; and
- (iv) a breach by either Party of clause 13.1.

9.5 Duties on Termination. Upon expiration or termination of this Agreement:

9.5.1 the Client agrees to cease using and permanently delete all copies of the Software and will ensure that any third parties who have been provided with access to use the System cease to use and permanently delete all copies of the Software relating to this Agreement. The Client also agrees to pay all agreed accrued fees to Documation as required under this Agreement. The obligations of confidentiality set forth in this Agreement shall remain in effect post termination for a period of three (3) years.

9.5.2 Documation can subject to the Change Control process in Clause 4 within 60 days of termination make copies of the Document and Transaction Header and Line data contained in the system in Documation's then standard CSV file format and make these copies available to the Client via SFTP or an alternative method if agreed.

9.6 Within seven (7) days following the expiration or termination of this Agreement the Client shall either return to Documation or (to the extent technically practicable) destroy all copies of the Software and associated documentation relating to this Agreement in its possession and certify in writing to Documation that this has been done.

9.7 On termination or expiry of this Agreement, the following clauses shall continue in force: Clause 1, Clause 12, Clause 13, Clause 15, Clause 17 and this Clause 9.5.

9.8 ESCROW

9.8.1 The Client may enter into an Escrow agreement with Documation by completing and maintaining the Single Licensee Escrow Agreement included as Appendix 3. The Client agrees to pay all the corresponding costs of such registration and annual renewal costs.

9.8.2 In the event that the Client enters into an Escrow agreement pursuant to clause 9.6.1:

- (i) Documation and the Client mutually undertake to abide by the terms of the Escrow Agreement when the parties enter into the Escrow Agreement; and
- (ii) Documation warrants that the source code for the Software held under the Escrow Agreement will be sufficient for the Client or its Affiliates to maintain, modify, install, and reinstall, the Software (including any Modifications provided pursuant to Clause 4) without needing any other source code or software other than the appropriate third party software development tools.

10. DOCUMATION'S WARRANTIES AND UNDERTAKINGS

10.1 Documation warrants represents and undertakes that:

- (i) the System will, following successful completion of the Acceptance Tests, meet in all material respects all the requirements of the Detailed Specification during the Warranty Period;
- (ii) it shall not knowingly or deliberately introduce any Viruses into the System, or onto the Client's network and information systems while performing the Services provided that the Client has taken all



reasonable precautions to detect and prevent such Viruses in accordance with Good Industry Practice. In the event Documation does inadvertently introduce a Virus into the System or the Client's network, then without prejudice to any other remedy available to the Client, the parties shall work in good faith to rectify the matter;

(iii) it will perform the Services in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent personnel with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements;

(iv) it will perform the Services in such a way as not to cause any avoidable interruption to the business processes of the Client other than any agreed or unavoidable interruption which is required in order to perform the Services in a proper and efficient manner

(v) In performing its obligations under this Agreement, Documation shall comply with all applicable laws, statutes, regulations and codes from time to time in force;

(vi) it has the right to enter into this Agreement and to grant to the Client a licence or sub-licence to use the Software and the Documentation as contemplated by this Agreement;

(vii) If, within the Warranty Period, the Client notifies Documation of any Defect in the Software in consequence of which it fails to conform in all material respects with the Detailed Specification, and such defect or fault does not result from the Client, or anyone acting with the authority of the Client, having amended the Software or used it for a purpose or in a context other than the purpose or context for which it was designed, Documation shall respond to such notification in accordance with the provisions of the Standard Support Service; and

(viii) to fulfil Documation's responsibilities defined in the Service Level Agreement.

11. THE CLIENT'S RESPONSIBILITIES

11.1 The Client warrants represents and undertakes:

(i) that it will cooperate in the production of the Detailed Specification and perform the Acceptance Tests promptly and in good faith in accordance with Clause 3 and Clause 4;

(ii) that it will provide the Client Assistance in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent personnel (including IT Staff and subject matter experts) with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements; and

(iii) that it shall not knowingly or deliberately introduce any Viruses into the System, or onto Documation's network and information systems provided that Documation has taken all reasonable precautions to detect and prevent such Viruses. In the event Client does inadvertently introduce a Virus into the System or Documation's network, the parties shall work in good faith to rectify the matter; and

(iv) not to allow any persons other than Documation and its authorised representatives to modify, alter or enhance the Software; and

(v) to notify Documation in writing as soon as reasonably practical if the Software is not operating correctly using Documation's service call logging form and to supply such information and copies of



data as may be reasonably requested by Documation in order to resolve the problem; and

(vi) to fulfil the Client's responsibilities defined in the Service Level Agreement.

11.2 Subject to Documation's compliance with the Client's normal security requirements, the Client will provide Documation, the Project and Support Staff and all other persons duly authorised by Documation and whose presence has been requested by the Client with such access to the Client's premises and/or systems as may reasonably be required for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours provided that system access shall be direct or remote, at the Client's option, and that, in the latter case, such access will be subject to Documation's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by the Client.

11.3 The Client will nominate a manager to be available to liaise with, and respond to queries from, the Project Manager and Support Manager.

11.4 If personnel of Documation are required by the Client to work on its premises, the Client shall ensure that such personnel are provided with suitable office accommodation, access to the system, and other resources reasonably required.

11.5 If personnel of Documation are required by the Client to work on its premises, the personnel of Documation shall have the right of reasonable access to the Client's staff and premises at all reasonable times during the Client normal business hours and at such other times as the Client shall reasonably determine.

11.6 The Client shall provide, in respect of any computers used for operation of the Software and subject to the scope of such access being agreed between the parties during the set up and testing of the Software on the Client's systems or subsequently, remote diagnostic facilities as defined in the Service Level Agreement. On request by Documation, the Client will arrange for a connection at the Client's expense between the said equipment and Documation's support desk for the operation of remote diagnostic software to assist with the resolution of Software problems.

11.7 Where the Client declines to provide access to the remote diagnostics facilities or any other remote connection facilities required for Documation it shall reasonably request in order to perform the Services Documation is under no obligation to perform any of the Services.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights in the Software, the Documentation and any Modification belong and shall belong to Documation.

12.2 The Client acknowledges that any and all of the Trade Marks, trade names, copyrights, patents and other intellectual property rights used or embodied in or connected with the Software shall be and remain the sole property of Documation. The Client shall not during or at any time after the expiration or determination of this Agreement in any way question or dispute the ownership by Documation of such rights.



12.3 Documation undertakes to defend the Client from and against any claim or action that the possession, use, development, modification or maintenance of the Software, Services, the Documentation and/or the Modifications (or any part thereof) in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third party (an "**Infringement Claim**") and shall fully indemnify and hold harmless the Client from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Infringement Claim. For the avoidance of doubt, the above indemnity shall not apply to the extent that the Infringement Claim in question is attributable to possession, use, development, modification or maintenance of the Software (or any part thereof) by the Client or any Affiliate other than in accordance with the terms of this Agreement or as otherwise than as permitted by law.

12.4 Because of the unique and proprietary nature of the Software, it is understood and agreed that Documation's remedies at law for a breach by the Client of its obligations under this Agreement will be inadequate. Documation will therefore in the event of any such breach be entitled to equitable relief including, without limitation, provisional and permanent injunctive relief and specific performance in addition to all other remedies provided under this Agreement or available to Documation at law.

12.5 The Client shall permit Documation or its representatives by prior written arrangement providing no less than seven (7) days' notice in advance, such agreement not to be unreasonably withheld, to inspect and to take copies of all things material to this Agreement and for this purpose to enter the Client's premises, subject always to complying with the Client's security and confidentiality requirements. For the avoidance of doubt, in the event Documation appoints a representative to exercise its rights under this clause, Documation shall ensure that such representative is aware of and agrees to be bound by the confidentiality provisions in this Agreement and to sign any additional Non-Disclosure Agreement that the Client may reasonably require the representative to sign. The Client may refuse the representative access to the Client's confidential information unless and until such requirements are complied with.

12.6 The provisions of Clause 12 will survive expiry or earlier termination of this Agreement.

12.7 The Client agrees that:

12.7.1 the Client shall as soon as reasonably practicable notify Documation in writing of any Infringement Claim of which it has notice;

12.7.2 the Client shall not make any admission as to liability or compromise or agree to any settlement of any Infringement Claim without the prior written consent of Documation which consent shall not be unreasonably withheld or delayed; and

12.7.3 Documation shall, on its written request and at its own expense be entitled to have the conduct of or settle all negotiations and litigation arising from any Infringement Claim and the Client shall, at Documation's request and expense, give Documation all reasonable assistance in connection with those negotiations and such litigation. However, nothing in Clause 12.7 shall oblige the Client to take any actions which it reasonably considers will damage its business, reputation or goodwill.

12.8 Without prejudice to Clause 12.3 if any Infringement Claim is made, or in Documation's reasonable opinion is likely to be made, against the Client, Documation may at its sole option and expense:



12.8.1 procure for the Client the right to continue using, developing, modifying or maintaining the Software (or any part thereof) in accordance with the terms of this Agreement; or

12.8.2 modify the Software so that it ceases to be infringing; or

12.8.3 replace the Software with non-infringing software provided that if Documation modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in Clause 3 and the Client shall have the same rights in respect thereof as it would have had under those Clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

13. NON-SOLICITATION AND EMPLOYMENT POLICIES

13.1 Unless both Parties have agreed otherwise in writing on a case by case basis, neither Party may solicit to recruit and recruit during the term of this Agreement or within twelve months of the completion of this Agreement any employee or sub-contractor of the other engaged on this Agreement. The parties hereby agree that the provisions of this Clause exclude the scenario of an employee or sub-contractor responding to a legitimate advertisement for employment by the other Party which is not targeted at such person or at employees of the other Party.

13.2 Documation warrants that it employs its employees under a reasonably acceptable equal opportunities policy and commensurate with all extant HR and employment law.

14. NOTICES AND COMMUNICATION

14.1 Notices shall be in writing, and shall be sent to the other Party marked for the attention of the signatory at the address set out for such Party in this Agreement. Notices must be sent by recorded delivery mail and, in the case of notices to Documation, by email. Correctly addressed notices sent by recorded delivery mail shall be deemed to have been delivered 72 hours after posting and correctly directed email transmissions shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

In the case of the Client, all notices under this Agreement should be sent to:

Attention: [name]

Address: [address]

In the case of Documation all notices under this Agreement should be sent to:

Attention: The CEO

Email: All of the following email addresses Support@Documation.co.uk, Info@Documation.co.uk and Admin@Documation.co.uk

Address: Documation Software Ltd, White Building, Cumberland Place, Southampton, SO15 2NP

14.2 The Client shall be responsible for ensuring that Documation has been provided with up to date information to allow Documation to serve notices if required.

15. CONFIDENTIALITY AND PUBLICITY



15.1 Each Party agrees and undertakes that during the term of this Agreement and thereafter it will keep confidential all, and will not use for its own purposes nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates unless such information is public knowledge or already known to such Party at the time of disclosure or subsequently becomes public knowledge or is required to be disclosed by law other than by breach of this Agreement or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

15.2 The provisions of Clause 15.1 shall remain in full force and effect indefinitely following any termination of this Agreement.

16. WAIVER

16.1 No forbearance or delay by either Party in enforcing its rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

17. INDEMNITY AND INSURANCE

17.1 Documation shall indemnify and keep indemnified the Client its Affiliates, against injury (including death) to any persons or loss of or damage to any property (including the Software) which may arise out of the act, default or negligence of Documation, its employees or agents in consequence of Documation's obligations under this Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that Documation shall not be liable for nor be required to indemnify the Client or its Affiliates against any compensation or damages for or with respect to injuries or damage to persons or property to the extent that such injuries or damage result from any act, default or negligence on the part of the Client, its employees or contractors (not being Documation or employed by Documation).

17.2 The Client shall indemnify and keep indemnified Documation against injury (including death) to any persons or loss of or damage to any property (including the Software) which may arise out of the act, default or negligence of the Client, its employees or agents in consequence of the Client's obligations under this Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that the Client shall not be liable for nor be required to indemnify Documation against any compensation or damages for or with respect to injuries or damage to persons or property to the extent that such injuries or damage result from any act, default or negligence on the part of Documation, its employees or contractors.

17.3 Without thereby limiting their responsibilities under Clauses 17.1 and 17.2, each Party shall insure with a reputable insurance company against all loss of or damage to property and injury to persons (including death) arising out of or in consequence of its obligations under this Agreement and against



all actions, claims, demands, costs and expenses in respect thereof, save only as is set out in the exceptions in Clause 17.4.

17.4 Without limiting its liabilities under Clause 17.1 or 17.2, neither Party shall be held liable to the other Party or any third party for any indirect or consequential loss or damage, cost, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with this Agreement, or for loss of profit, loss of business, depletion of goodwill or loss occurring in the normal course of business or otherwise.

17.5 For the duration of this Agreement and for a period of 6 years thereafter, Documation shall maintain in force insurance to cover its potential liability to the Client under, or in connection with the Agreement, to include:

17.5.1 product liability insurance for the minimum amount of £5,000,000 for claims arising from a single event or series of related events in a single calendar year;

17.5.2 employers liability insurance for the minimum amount of £10,000,000 for claims arising from a single event or series of related events in a single calendar year;

17.5.3 professional indemnity insurance for the minimum amount of £1,000,000 per event; and

17.5.4 public liability insurance for the minimum amount of £5,000,000 per event.

17.6 No more than annually on receipt of a written request by the Client, Documation shall provide evidence of the insurance which it is obliged to maintain under Clause 17.5.

17.7 In this Clause 17:

17.7.1 “**Insured Liability**” means any losses which are recoverable (or which would have been recoverable had Documation complied with its obligations under Clause 17.5) by Documation under a policy of insurance described in Clause 17.5; and

17.7.2 “**Uninsured Liability**” means all losses which are not an Insured Liability.

17.8 Subject to Clause 17.4, Documation’s total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited:

17.8.1 where such liability constitutes an Insured Liability resulting in a successful claim, to an amount equal to the relevant insured amount specified in Clause 17.5; or

17.8.2 where such liability constitutes an Uninsured Liability, to an amount equal to the Fees paid by the Client to Documation under this agreement in the year preceding the event causing the liability.

17.9 Subject to Clause 12.4 and 17.4, the Client’s total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited:

17.9.1 in respect of the non-payment of the Fees due and payable, to the amount unpaid together with any legal or administrative fees accrued in pursuing payment and ordered by a



court of competent jurisdiction to be paid by the Client, and any interest due on such amount pursuant to this Agreement; and

17.9.2 in respect of any other type of liability, to the Fees paid by the Client to Documation under this agreement in the year preceding the event causing the liability.

18 ANTI-BRIBERY

18.1 Both Parties shall:

18.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 ("**Relevant Requirements**")

18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.1.3 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements ("the Relevant Policies") and shall enforce them where appropriate;

18.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Agreement; and

18.1.5 immediately notify the other Party in writing if a foreign public official becomes its officer or employee and both Parties warrant that they have no foreign public officials as direct or indirect owners, officers or employees at the date of the Agreement.

18.2 Each Party shall ensure that any person associated with it who is performing Services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on each Party in this Clause 18 ("**Relevant Terms**"). Each Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.

18.3 Breach of this Clause 18 by either Party shall be deemed a material breach.

18.4 For the purpose of this Clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this Clause 18, a person associated with either Party includes but is not limited to any of its agents, delegates or subcontractors.

19. MODERN SLAVERY



19.1 Documation agrees with the Client that it shall, and that it shall procure that its personnel and any other person who performs services and/or supplies goods within its supply chain in relation to the Agreement shall:

19.1.1 comply with all applicable law relating to slavery and human trafficking ("**Anti-Slavery Requirements**") including the Modern Slavery Act 2015;

19.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Client to be in violation of any Anti-Slavery Requirements; and

19.1.3 at the Client's request and cost, provide the Client with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements.

19.2 Documation represents, warrant and undertakes to the Client that neither it nor any other person in its supply chain (including those described in Clause 19.1) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain.

19.3 Documation agree that in addition to the Client's termination rights set out elsewhere in the Agreement, the Client may (without prejudice to any other right available to it) immediately terminate the Agreement in the event of any breach of this Clause 19 by Documation in which case Documation shall not be entitled to any compensation or to any further payments or remuneration.

19.4 The Client shall not be required to make any payment to Documation that might otherwise be due from the Client in respect of the Agreement if Documation has breached this Clause 19.

20. DATA PROTECTION AND DATA SECURITY

20.1 Documation and the Client represent, warrant and undertake that they have complied and shall continue to comply at all times with the Data Protection Act 2018 (the "**DPA**") and the retained EU Law version of the General Data Protection Regulation (EU 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) ("**UK GDPR**") as may be amended, varied and supplemented, together with any additional applicable data protection and privacy laws in force from time to time, in the UK as they apply to the respective Party (the "**Data Protection Legislation**"). Such compliance shall include maintaining any relevant notifications.

20.2 To the extent that Documation or its representative processes any personal data (both as defined by the DPA) pursuant to the Agreement or as part of the provision of the Services it acknowledges and agrees that the Client shall be the data controller (as defined by the DPA) in respect of the personal data and that Documation shall be the data processor (as also defined by the DPA).

20.3 To the extent that Documation processes personal data on behalf of the Client, Documation shall:

20.3.1 process it only for the purposes of complying with its obligations under the Agreement and in accordance with the Client's instructions from time to time;

20.3.1 not disclose it to any third party or transfer it to any countries outside the European Economic Area without the Client's prior written consent; and



20.3.2 implement and at all times maintain appropriate technical and organisational measures to in so far as reasonably possible prevent any loss, disclosure, theft, manipulation, unlawful disclosure or interception of the personal data and provide to the Client a detailed description of such measures on request from time to time.

20.4 In addition to this Clause 20, the Parties shall both comply with the data protection obligations contained within Appendix 4 to this Agreement.

21. CONFLICTS OF INTEREST

Documation staff and Suppliers are required to abide by codes of conduct which include requirements for confidentiality and to disclose to Documation actual or potential Conflicts of Interest (COI) with Documation or its Customers.

In the event that a COI relating to the Client is disclosed to Documation, Documation will take steps to resolve or mitigate the COI (in conjunction with the Supplier where relevant). If the COI cannot be resolved and where controls are not deemed sufficient to protect the interest of the Client the COI will be disclosed to the Client for the Client and Documation to agree a suitable course of action.

22. SEVERABILITY

22.1 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

23. AMENDMENTS

23.1 Any amendment, waiver or variation of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the Parties.

24. ENTIRE AGREEMENT

24.1 This Agreement and the documents annexed hereto as Appendices or otherwise referred to herein constitute the entire Agreement and understanding of the Parties and supersede any previous Agreement between the Parties relating to the subject matter of this Agreement.

24.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Neither Party shall have any claim for innocent or negligent misrepresentation based on any statement, representation, assurance or warranty in this Agreement. Nothing in this clause excludes any liability for fraud or fraudulent misrepresentation.

25. RIGHTS OF THIRD PARTIES

25.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but it is acknowledged that the benefit of this Agreement is intended to be conferred upon the Client and its Affiliates.



26. ASSIGNMENT

26.1 Neither of the Parties shall be permitted to assign or novate the whole or any part of the benefit and burden of this Agreement to any other person firm of company provided that where it is proposed to assign or novate the whole of the benefit and burden of this Agreement to any company which at the time in question is an Affiliate of the assigning Party or to any entity which succeeds to all or substantially all of the assigning Party's assets and business then the other Party shall not unreasonably withhold or delay consent to such assignment or novation. All references in this Agreement to the either Party shall be construed as including any such assignee. The continuing Parties shall continue to comply with the provisions of this Agreement after any such assignment or novation. For the avoidance of doubt, the event of a change of majority shareholding by the ultimate beneficial owner of either Client or Documation will not trigger the provisions of this Clause.

26.2 Documation shall not sub-contract the performance of this Agreement without the Client's prior written consent which shall not be unreasonably withheld or delayed. Notwithstanding any right to sub-contract pursuant to this Clause 26.2, Documation shall at all times remain liable for the acts and omissions of its sub-contractors.

27. GOVERNING LAW AND JURISDICTION

27.1 This Agreement shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English courts.



AS WITNESS the hands of the duly authorised representatives of the Parties on the date first appearing above:

For Documation Software Limited

_____ Name

_____ Position

_____ Signature

_____ Date

For [customer name]

_____ Name

_____ Position

_____ Signature

_____ Date