

grey space
SERVICE AGREEMENT

Discover Real Time Wallboards

THIS AGREEMENT is made the Nth day of <MONTH>, <YEAR>, taking effect from the Nth day of <MONTH>, <YEAR>.

BETWEEN:

- (1) Grey Space CC Ltd a company registered in Scotland under number SC545097 whose registered office is at 220 St Vincent Street, Glasgow, G2 5SG ("Grey Space") and
- (2) <CLIENT LEGAL NAME> a company registered in <LEGAL JURISDICTION> under number <REGISTERED COMPANY NUMBER> whose registered office is at <REGISTERED COMPANY ADDRESS> ("the Client")

WHEREAS:

- (1) Grey Space provides specialist contact centre products and services and has reasonable skill, knowledge, qualifications, and experience in that field.
- (2) The Client wishes to engage Grey Space to provide such products and services subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) Grey Space wishes to accept such engagement and shall provide products and services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

- 1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Scotland.
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Fees"	means the fees payable by the Client to Grey Space in consideration of the Products and Services as fully described in the Proposal document as amended or supplemented at the relevant time;

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| “Product” | means the software to be provided by Grey Space to the Client as fully described in the Proposal document as amended or supplemented at the relevant time. |
| “Services” | means the services to be provided by Grey Space to the Client as fully described in the Proposal document as amended or supplemented at the relevant time. |
| “Location” | means, any location occupied or controlled by the Client. |
| “Proposal” | means, the accompanying accepted documentation describing the requirements and scope of the engagement. |
| “Documentation” | means, the supplied documentation describing the requirements and operation of the Product. |
| “Equipment” | means, any hardware or operating system used to host the Product, or used in conjunction with the Product. |
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- 1.2. Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3. “this Agreement” is a reference to this Agreement and the Proposal document as amended or supplemented at the relevant time;
 - 1.2.4. the Proposal document is a schedule to this Agreement; and
 - 1.2.5. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6. a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4. Words imparting the singular number shall include the plural and vice versa.
- 1.5. References to any gender shall include the other gender.
- 1.6. References to persons shall include corporations.
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2. **Grey Space's Obligations**

- 2.1. Grey Space shall provide the Products and Services in accordance with the Proposal document in all material respects.
- 2.2. Grey Space shall provide the Products and Services with reasonable skill and care.
- 2.3. Grey Space shall use reasonable endeavours to act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the scope of the delivery of Products and Services as set out in the Proposal document.
- 2.4. Grey Space shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Products and Services.
- 2.5. Grey Space shall use reasonable endeavours to accommodate any reasonable changes in the Products and/or Services that may be requested by the Client, subject to the Client's acceptance of any reasonable changes to the Fees that may be due as a result of such changes.

3. **Client's Obligations**

- 3.1. The Client shall:
 - 3.1.1. Allow Grey Space access to any premises, facilities and equipment as reasonably required by Grey Space in the course of providing the Products and Services;
 - 3.1.2. Provide adequate working space and facilities for Grey Space, it's agents, sub-contractors, consultants and employees as reasonably required by Grey Space;
 - 3.1.3. Co-operate with Grey Space upon Grey Space's reasonable request in the identification and rectification of any issues which would impact the delivery of the Products and Services.
 - 3.1.4. Provide all pertinent information to Grey Space that is necessary for Grey Space's provision of the Products and Services and shall use reasonable endeavours to ensure the accuracy and completeness of such information.
 - 3.1.5. Allow Grey Space reasonable access to its employees for the purpose of investigation and discussion in connection with the Agreement and ensure that its employees cooperate fully with Grey Space in relation to the provision of the Products and Services;

- 3.1.6. Operate the software, maintain data and the database in accordance with the user manual and operator manual;
 - 3.1.7. Permit Grey Space to install the current version of software from time to time when upgrades or fixes occur, to provide a reasonable level of assistance in implementation and testing;
 - 3.1.8. Provide Grey Space with reasonable direct and remote access to the Client's equipment and the Products, and shall provide such reasonable assistance as Grey Space may request, including, but not limited to, providing sample output and other diagnostic information. Failure to supply such remote access may result in suspension of the support Service Level Agreement.
- 3.2. In the event that Grey Space requires the decision, approval, consent or any other form of authorisation or communication from the Client in order to continue providing the Products and Services (or any part thereof), the Client shall use reasonable endeavours to provide the same in a reasonable and timely manner.

4. **Fees and Payment**

- 4.1. In consideration of the Products and Services, the Client shall pay the Fees to Grey Space in accordance with the provisions of the Proposal document and this Clause 4.
- 4.2. Grey Space shall invoice the Client for Fees due in accordance with the provisions of the Proposal.
- 4.3. The Client shall pay the Fees due within thirty days from the date on which the invoice from Grey Space is received.
- 4.4. All payments to be made by the Client under this Agreement shall be made in Pounds Sterling (GBP), in full and in cleared funds, to such bank in the United Kingdom as Grey Space may from time to time nominate in writing.
- 4.5. Where any payment under this Agreement falls due on a day that is not a Business Day, it may be made on the next following Business Day.
- 4.6. Without prejudice to sub-Clause 9.4.1 and any other rights or remedies open to it, if the Client fails to pay Grey Space within the period set out in sub-Clause 4.3:

4.6.1. The Client shall pay interest on the overdue sum at the rate of 8% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until payment is made in full to Grey Space of the overdue sum, whether before or after judgment. The Client shall pay the interest due together with the overdue sum.

4.6.2. Grey Space shall have the right to suspend the Products and Services until payment of the overdue sum (together with any interest due) is made in full.

4.7. All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (except such amount (if any) of tax that is to be deducted or withheld by law).

4.8. The Client agrees to pay any reasonable expenses while travelling, or for additional software or equipment – providing Grey Space have sought prior approval from the designated Project Manager. Where travel is required, Grey Space will adhere to the Grey Space Travel and Expenses Policy.

5. **Limitation of Liability**

5.1. Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to the other if it breaches any of its obligations under this Agreement (or arising therefrom), for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

5.2. The total liability of Grey Space – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to the total Fees payable by the Client.

5.3. Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury or any other liability which cannot be excluded by law.

6. **Confidentiality**

6.1. Each Party undertakes that, except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for five years after its termination:

6.1.1. keep confidential all Confidential Information;

- 6.1.2. not disclose any Confidential Information to any other party;
 - 6.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 6.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 6.1.5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 above.
- 6.2. Either Party may:
- 6.2.1. disclose any Confidential Information to:
 - 6.2.1.1. any sub-contractor or supplier of that Party;
 - 6.2.1.2. any governmental or other authority or regulatory body; or
 - 6.2.1.3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Products and Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 6.2.2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 6.3. The provisions of this Clause 6 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- 6.4. This Clause 6 shall not infringe upon any marketing, or in providing references to prospective customers or clients.

7. Assignment and Sub-Contracting

7.1. Subject to sub-Clause 7.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence any of its rights hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

7.2. Grey Space shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of Grey Space.

8. Force Majeure

8.1. No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8.2. In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of thirty days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

9. Term and Termination

9.1. This Agreement shall commence on the Nth day of <MONTH>, <YEAR> and shall continue until the conclusion of the Services, subject to the provisions of this Clause 9.

9.2. Either Party may terminate this Agreement by giving to the other not less than ten Business Days written notice ahead of the agreed commencement date.

Termination by the Client beyond Nth day of <MONTH>, <YEAR> will be billable as per the terms defined the Proposal document. Termination by Grey Space will occur only subject to the conditions described in Clause 8.

- 9.3. Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 9.3.1. any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within thirty Business Days of the due date for payment;
 - 9.3.2. the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within ten Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 9.3.3. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 9.3.4. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 9.3.5. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 9.3.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 9.3.7. that other Party ceases, or threatens to cease, to carry on business; or
 - 9.3.8. control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 10, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 9.4. For the purposes of sub-Clause 9.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

- 9.5. The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. **Effects of Termination**

Upon the termination of this Agreement for any reason:

- 10.1. any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 10.2. all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 10.3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 10.4. subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 10.5. each Party shall (except to the extent referred to in Clause 6) immediately cease to use, either directly or indirectly, any Confidential Information.

11. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

13. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

14. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

15. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

16. **Non-Solicitation**

16.1. Neither Party shall, for the term of this Agreement and for a period of six months after the issue of the most recent invoice, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.

16.2. Neither party shall, during the delivery of Products and Services for a named customer or client, and for a period of six months after the issue of the latest invoice, solicit or entice away from the other Party said customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

17. **Third Party Rights**

17.1. No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

17.2. Subject to this Clause 17 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

18. **Notices**

18.1. All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2. Notices shall be deemed to have been duly given:

18.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

- 18.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 18.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 18.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

19. **Entire Agreement**

19.1. This Agreement in tandem with the Proposal document contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

19.2. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

20. **Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

21. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

22. **Dispute Resolution**

22.1. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

- 22.2. If negotiations under sub-Clause 22.1 do not resolve the matter within fifteen days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 22.3. If the ADR procedure under sub-Clause 22.2 does not resolve the matter within thirty days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 22.4. The seat of the arbitration under sub-Clause 22.3 shall be Scotland. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 22.5. Nothing in this Clause 22 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 22.6. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 22 shall be final and binding on both Parties.
23. **Law and Jurisdiction**
- 23.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.
- 23.2. Subject to the provisions of Clause 22, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.
24. **Marketing and Promotional Materials**
- 24.1. Price lists, catalogues and any other promotional material supplied by Grey Space do not constitute contractual offers capable of acceptance. Prices and features shown in any such materials may be subject to change at any time prior to the entry by Grey Space and the Client into a binding Agreement.
25. **Product Specifications**

- 24.2. Grey Space shall use reasonable endeavours to advise the Client of variations to Product specifications.
- 24.3. Where changes to Product specifications significantly alter the price or fitness for purpose of the Products, Grey Space and the Client shall agree upon such changes in writing or arrange for the supply of alternative Products.
- 24.4. Changes to Product specifications shall not provide grounds for cancellation of Client orders unless such cancellation is agreed to in writing by Grey Space and the Client.

25. **Proprietary Rights**

- 25.1. Unless otherwise specified in the Agreement, copyright and all other proprietary rights in the Products and associated documentation and any documentation supplied in respect of the Products and Services and all parts and copies thereof shall remain vested in Grey Space or, for third party Products, in the relevant supplier.
- 25.2. In respect of software where the proprietary rights are vested in Grey Space only a non-exclusive, non-transferable licence for the purpose for which the software has been made available to the Client is deemed to be granted by Grey Space and only then on condition that the Client fulfils all relevant obligations arising out of the Agreement.

26. **Restrictions on Alterations**

- 26.1. The Client undertakes not to translate, adapt, vary, modify, disassemble, decompile, or reverse engineer the Products or Product materials in any manner without Grey Space's prior written consent.

27. **Support**

- 27.1. During the term of the support agreement as described in the Proposal or as agreed by the extension of the support agreement, Grey Space shall provide the Client with the following support services:
 - 27.1.1. Support Service Level Agreement (SLA): Durations and estimated durations supplied for the purposes of providing support, shall be assumed to fall within the scope of business days, between 9am and 5pm, UK time. For example, the service level timer for a support request received at 5:30pm on a Friday, will not commence until the following business day at 9am.

- 27.1.2. Email and Online Portal support: The Client may contact at any time to report a problem. A problem is defined as degradation or failure of the Product or performance inconsistent with documentation.
- 27.1.3. On-site support: On-site support will be provided by Grey Space if specified in the Proposal and where appropriate in the event that email support does not resolve a Product problem.
- 27.1.4. Corrections, assistance: Correction of critical errors or assistance to overcome specific Product problems. Grey Space may, in its sole discretion, correct errors by 'patch' or by new version.
- 27.1.5. Information: Information on availability of new versions of software or more effective ways of using the Product.
- 27.1.6. Consultancy: Consultancy advice on Product development, enhancements, and modifications, together with estimates for the same.
- 27.2. The Client shall supply in writing to Grey Space a detailed description of any fault requiring support services and the circumstances in which it arose and shall submit sufficient material and information to enable Grey Space to duplicate the problem.
- 27.3. Upon receipt of a support request Grey Space will:
 - 27.3.1. Generate a first response within one business day.
 - 27.3.2. Take immediate corrective action or as soon thereafter as possible, within the hours of the support SLA, and;
 - 27.3.3. Where a Product problem cannot be resolved immediately, provide an estimated time for resolution, and written updates every seven business days until resolution.
 - 27.3.4. Further activities will be targeted to occur within the hours of the support SLA, however Grey Space may from time to time take corrective action out of hours to avoid business impact.
- 27.4. From time to time, additional information necessary to take corrective action may be requested from the Client. If no response to such a request has been received within a period of ten business days, Grey Space reserves the right to close the support request with no remedial actions.
- 27.5. Grey Space may, from time to time, request additional or elevated access to Client systems not considered in-scope of this agreement for the purposes of aiding investigation and resolution of support requests.

- 27.5.1. Requests for additional or elevated access, will not assume that those systems are brought into scope of this agreement, and;
 - 27.5.2. Any access granted for such purposes may be removed upon resolution of the support request.
- 27.6. Grey Space may, from time to time, request contact with on-site Client resources for the purposes of aiding investigation and resolution of support requests - such as where there may be corrective actions or testing scenarios which are not possible to perform remotely.
- 28. **Excluded Support and Maintenance**
 - 28.1. Grey Space shall be under no obligation to provide Support and Maintenance in respect of:
 - 28.1.1. problems resulting from any modifications or customisation of the Product not authorised in writing by Grey Space.
 - 28.1.2. any software other than the Product;
 - 28.1.3. incorrect or unauthorised use of the Product or operator error where these are defined as use or operation not in accordance with the Documentation;
 - 28.1.4. any fault in the Equipment;
 - 28.1.5. any programs used in conjunction with the Product;
 - 28.1.6. use of the elements of the Products in any combination other than those specified in the Documentation;
 - 28.1.7. use of the Product with computer hardware, operating systems or other supporting software other than those specified in the Documentation.
 - 28.2. Changes to the Product are not covered by the Support and Maintenance contract. Any changes made at the Client's request will be estimated for the time and resource taken to implement and may be subject to additional fees - at the sole discretion of Grey Space. Additional fees will be clearly communicated and mutually agreed upon before commencement of work. Where applicable, separate support entitlements may be put in place to cover those changes, but they will continue to fall with the scope of Support and Maintenance as described here.

- 28.3. Grey Space shall upon request by the Client provide Support and Maintenance notwithstanding that the fault results from any of the circumstances described in clause 28.1 above. Any time spent by Grey Space investigating such faults will be chargeable at then current rates. Grey Space shall invoice such charges at its discretion, and such shall be paid within thirty days of the date of said invoice.
- 28.4. Grey Space reserves the right to discontinue the Support and the Maintenance for any prior version of the Supported Software if a superseding version has been made available to the Client and the Client has deferred provision of a window to install the Supported Software.
- 28.5. Grey Space shall not be obliged to make modifications or provide support in relation to the Client's computer hardware, operating system software, or third-party application software or any data feeds or external data.

29. **Changes in Law**

Grey Space will from time to time make such modifications to the current release as shall ensure that the current release conforms to any change of legislation or new legal requirements which affect the application of any function or facility described in the Documentation. Grey Space shall promptly notify the Client in writing of all such changes and new requirements and shall implement the modifications to the current release (and all consequential amendments to the Documentation which may be necessary to enable proper use of such modifications) as soon as reasonably practicable thereafter.

30. **Security and Control**

The Client shall during the continuance of this agreement:

- 30.1. Effect and maintain adequate security measures to safeguard the Products and Product material from access or use by any unauthorised person;
- 30.2. Retain the Products and Product material and all copies thereof under the Client's effective control; and
- 30.3. Maintain a full and accurate record of the Client's copying and disclosure of the Products and Product material and shall produce such record to Grey Space on request from time to time.

31. **Maintenance**

During the continuance of this Agreement, Grey Space shall provide the Client with the following maintenance services:

31.1. Releases

- 31.1.1. Grey Space shall promptly notify the Client of any improved version of the Products that Grey Space shall from time to time make.
- 31.1.2. Upon receipt of such notification, Grey Space shall deliver to the Client as soon as reasonably practicable the new release together with the Documentation.
- 31.1.3. If required by the Client, Grey Space shall provide training for the Client's staff in the use of the new release at Grey Space's standard scale of charges for the time being in force as soon as reasonably practicable after the delivery of any new release.
- 31.1.4. The new release shall thereby become the current release and the provisions of this Agreement shall apply accordingly.

32. **Intellectual Property Claims and Disputes**

32.1. Grey Space shall defend at its own expense any claim brought against the Client alleging that the use of the Products or Product materials infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and Grey Space shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Client:

- 32.1.1. Furnishes Grey Space with prompt written notice of the Intellectual Property Claim;
- 32.1.2. Provides Grey Space with reasonable assistance in respect of the Intellectual Property Claim; and
- 32.1.3. Gives to Grey Space the sole authority to defend or settle the Intellectual Property Claim.

32.2. If, in Grey Space's reasonable opinion, the use of the Products or Product materials are or may become the subject of an Intellectual Property Claim then the Client shall either:

- 32.2.1. Obtain for the Client the right to continue using the Products or Product materials which are the subject of the Intellectual Property Claim; or
- 32.2.2. Replace or, with the written consent of the Client, modify the Products or Product materials which are the subject of the Intellectual Property Claim so they become non-infringing.

- 32.3. If the remedies set out in sub-Clause 32.2 are not in Grey Space's opinion reasonably available, then the Client shall return the Products or Product materials which are the subject of the Intellectual Property Claim and Grey Space shall refund to the Client the corresponding portion of the Fees, as normally depreciated, whereupon this Agreement shall immediately terminate.
- 32.4. Grey Space shall have no liability for any Intellectual Property Claim resulting from the use of the Products or Product materials in combination with any equipment or applications not supplied or approved by Grey Space or any modification of any item of the Products by a party other than Grey Space or its authorised agent.

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