

**COCKEREL SOFTWARE LIMITED**

and

**[CUSTOMER]**

**TERMS OF BUSINESS**

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**THIS AGREEMENT** is made on **201[\*]**

**BETWEEN**

- (1) Cockerel Software Limited is incorporated in England and Wales with company number 03505184. Our registered office is located at Third Floor, Citygate, St. James' Boulevard, Newcastle upon Tyne, Tyne & Wear, NE1 4JE ("**Supplier**");
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** ("**Customer**").

**BACKGROUND**

- (A) The Supplier has developed and operates certain web-based services for the creation and completion of legal forms which it makes available to customers via the internet with the provision of certain software applications and platforms to Customers.
- (B) The Customer wishes to use the Supplier's Service in its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Supplier's Service subject to the terms and conditions of this Agreement.

**IT IS AGREED THAT**

**1. INTERPRETATION**

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

<b>"Agreement"</b>	comprises and incorporates the terms in a) these Terms of Business; b) the Proposal; c) the EULA; and d) Terms of Use.
<b>"Affiliate"</b>	where applicable, any subsidiary or holding company of the Customer or other subsidiary of such holding company and any affiliate of the Customer which operates under substantially similar branding in the legal market to the Customer.
<b>"Authorised Users"</b>	those employees, agents, clients, customers and independent contractors of the Customer and/or where applicable, any Affiliates of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.4.3.
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>"Change of Control"</b>	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of control</b> shall be construed accordingly.
<b>"Confidential Information"</b>	all confidential information (however recorded or preserved) disclosed by a Party to the other Party as including:

(a) any information that would be regarded as confidential by a reasonable businessperson relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions or market opportunities of the disclosing party;

(ii) the operations, processes, product information, know-how or trade secrets of the disclosing party; or

(b) as identified as Confidential Information in clause 10.5 or clause 10.6 and in the case of the Customer shall include such confidential information of an Affiliate where applicable.

**"Customer Data"** the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**"Data Protection Legislation"** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**"Disbursements"** additional charges incurred when submitting the Forms to the relevant Regulatory Body (including but not limited to Land Registry fees, Companies House, HMRC fees, The Law Society fees, Court fees, text messaging fees and digital signature fees) as set out in Schedule 1 and the Proposal.

**"Documentation"** the document (including but not limited to the Proposal) made available to the Customer by the Supplier online via SDLT.co.uk and/or FormEvo.co.uk or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**"Effective Date"** the date of this Agreement.

**"Excluded Third Party"** third parties engaged in the process of completing a Finalised Form including but not limited to:

i) all providers of Qualified Electronic Signatures (QES) such as E-Signature;

ii) SMS telecommunications providers such as SMS Works;

iii) any Forms extracted from the Software (whether as a PDF or other digitally formatted document) and transmitted by the Customer as an attachment outside the Supplier's secure Software environment; and

	iv) all other third-party organisation(s) to or from which a Form is transmitted which does not operate within the Supplier's secure Software environment.
<b>" Fees"</b>	the fees payable by the Customer to the Supplier for use of the Services together with any Disbursements payable to the Supplier, as set out in the Proposal and Schedule 1.
<b>"Finalised"</b>	the process by which a Form has been completed manually and/or electronically by the Customer and/or the Customer's clients and either: <ul style="list-style-type: none"> <li>i) submitted digitally to the relevant Regulatory Body; or</li> <li>ii) printed, produced, copied generated, reproduced or otherwise finalised on a paper-based Form (including any pdf or other electronic document derived from such paper-based Form) without watermark for submission to the relevant Regulatory Body and marked as such on FormEvo and/or SDLT.</li> </ul>
<b>"Form"</b>	the legal forms provided by the Supplier as part of the Services.
<b>"FormEvo"</b>	the FormEvo services provided by the Supplier and made available to the Customer.
<b>"Initial Term"</b>	the initial term of this Agreement as set out in the Proposal.
<b>"Proposal"</b>	the document (and any subsequent revised Proposal(s) agreed between the parties during the Term) forming part of the Documentation prepared by the Supplier and agreed with the Customer which set out the key terms and which are incorporated in to this Agreement.
<b>"Registration Process"</b>	the process you instigate upon forming this legally binding Agreement with the Supplier in order to use the Services.
<b>"Regulatory Body"</b>	any government department, body, agency or authority, professional association (including but not limited to The Law Society of England and Wales), Welsh Revenue Authority, Ministry of Justice or civil Court under the jurisdiction of England and Wales.
<b>"Renewal Period"</b>	the period described in clause 13.1.
<b>"Services"</b>	the services provided by the Supplier to the Customer under this Agreement via SDLT.co.uk and/or FormEvo.co.uk or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.
<b>"Software"</b>	the online software applications provided by the Supplier as part of the Services.

<b>" Term"</b>	has the meaning given in clause 13.1 (being the Initial Term together with any subsequent Renewal Periods).
<b>"Service Levels"</b>	the Supplier's policy for providing support in relation to the Services as made available at SDLT.co.uk and FormEvo.co.uk or such other website address as may be notified to the Customer from time to time as set out in the Supplier's Information Security Management Systems Policy.
<b>"Supplier Policies"</b>	the Supplier's business policies listed in Schedule 2, as amended by notification to the Customer from time to time.
<b>"UK Business Hours"</b>	8.00 am to 6.00 pm local UK time, each Business Day.
<b>"UK Data Protection Legislation"</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
<b>"UK GDPR"</b>	the General Data Protection Regulation ((EU) 2016/679) as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
<b>"Virus"</b>	anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality), public sector body or trust, and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes email but not faxes.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

## **2. REGISTRATION AND USE OF THE SERVICES**

- 2.1 In order to use the Services, the Customer must complete the Registration Process.
- 2.2 Subject to clauses 2.1 and 9.1, the Customer may use the Services in accordance with this Agreement.
- 2.3 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer and where applicable any Affiliates a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Term of this Agreement solely for the Customer's business operations.
- 2.4 In relation to the Authorised Users, the Customer acknowledges and undertakes that:
  - 2.4.1 it is the sole responsibility of the Customer to manage its Authorised Users by appointing one or more Customer administrator(s) to ensure that it maintains and keeps updated the appropriate number of Authorised Users as agreed between the parties at the Effective Date and the Supplier shall bear no responsibility to notify the Customer where such Authorised Users exceed the number agreed and as set out in the Proposal and Schedule 1;
  - 2.4.2 to the extent that the Customer's Authorised Users exceed the maximum number purchased from the Supplier, the Customer accepts that the Fees (including any applicable Disbursements) charged by the Supplier will be increased to reflect the additional number of Authorised Users in accordance with clause 8, the Proposal and Schedule 1.
  - 2.4.3 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
  - 2.4.4 each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential;



- 2.4.5 it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 2.4.6 if any of the audits referred to in clause 2.4.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- 2.4.7 if any of the audits referred to in clause 2.4.5 reveal that the Customer has underpaid Fees (including any applicable Disbursements) to the Supplier, then without prejudice to the Supplier's other rights, the Supplier will charge and the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with clause 8.3 and the prices set out in the Proposal.
- 2.5 The Customer (and any Authorised Users) shall not, and shall procure that any third party to whom it provides access to the Services shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 2.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.5.2 facilitates illegal activity;
- 2.5.3 depicts sexually explicit images;
- 2.5.4 promotes unlawful violence;
- 2.5.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.5.6 is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable or limit the Customer's access to or use of the Services or remove without notice any material that it reasonably considers to breach the provisions of this clause.
- 2.6 The Customer shall not (and procure that its Authorised Users shall not):
- 2.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
- 2.6.2 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

- 2.6.3 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 2.6.4 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 2.6.5 other than to perform professional services to its clients in accordance with this Agreement, use the Services and/or Documentation to provide services to third parties; or
  - 2.6.6 subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
  - 2.6.7 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
  - 2.6.8 introduce or permit the introduction of any Virus or Vulnerability into the Supplier's network and information systems.
- 2.7 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

### **3. SERVICES**

- 3.1 The Supplier shall, during the Term, provide the Services and make available the Documentation to the Customer and where applicable any Affiliates on and subject to the terms of this Agreement.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 99.5% of UK Business Hours 24 hours a day, seven days a week, except for:
  - (a) planned maintenance which the Supplier shall use reasonable endeavours to carry out outside UK Business Hours; and
  - (b) unscheduled maintenance which the Supplier will endeavour to perform outside UK Business Hours if reasonably practicable, provided that the Supplier has used reasonable endeavours to give the Customer at least 30 hours' notice in advance and in writing.
- 3.3 The Supplier will, as part of the Services provide the Customer with the Supplier's standard customer support services during UK Business Hours in accordance with the Supplier's Service Levels in effect at the time that the Services are provided. The Supplier may amend the Service Levels in its sole and absolute discretion from time to time. The Customer acknowledges and accepts that it is not entitled to receive support (including legal advice) relating to the completion and population of any Form. The Customer further acknowledges that the Supplier's customer support services shall be limited to technical issues arising out of the Customer's use of the Services.
- 3.4 The Supplier shall use its reasonable endeavours to consider all and any reasonable requests for enhancements to the Services (for which the Supplier may

charge) but shall be under no obligation to acknowledge or implement such requests. Fees and payment for enhancements to the Services will be provided on a time and materials basis and paid as set out in Schedule 1 of this Agreement.

#### 4. DATA PROTECTION

4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

4.2 The parties acknowledge that:

4.2.1 if the Supplier processes any personal data (as defined in Article 4 of the UK GDPR) received from the Customer ("**Personal Data**") on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller, and the Supplier is the processor for the purposes of the Data Protection Legislation;

4.2.2 Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of data subject;

4.2.3 the Personal Data may be transferred or stored outside the United Kingdom and/or the EEA to the extent that the Customer requires the Services to be provided to any Authorised Users who are located outside such territories in order that the Supplier may carry out the Services and its obligations under this agreement.

4.3 Without prejudice to the generality of clause 4.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Customer's behalf.

4.4 Without prejudice to the generality of clause 4.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

4.4.1 process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or laws of the European Union applicable to the Supplier and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process such Personal Data (**Applicable Laws**) (and in such a case the Supplier shall inform the Customer of that legal requirement before processing, unless Applicable Law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform the Customer if any instruction relating to the personal data infringes or may infringe any Data Protection Legislation;

4.4.2 not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

- (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (b) the data subject has enforceable rights and effective legal remedies;
  - (c) the Supplier complies with its obligations under the Data Protection Legislation by processing personal data in a territory defined by the European Commission as a territory with an adequate level of protection to any personal data that is transferred or participating in a valid cross-border transfer mechanism under Data Protection Legislation as required by Article 46 of the UK GDPR; and
  - (d) the Supplier complies with reasonable written instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 4.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and not to disclose Personal Data to third parties unless the Customer or this agreement specifically authorises the disclosure, or as required by law;
- 4.4.4 reasonably assist the Customer , at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 4.4.5 notify the Customer without undue delay on becoming aware of a personal data breach (as defined in Article 4 of the UK GDPR), providing as a minimum all information set out at Article 33(3) of the UK GDPR;
- 4.4.6 at the written direction of the Customer, provide copies of or give access to all or part of the Customer's Personal Data requested or delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- 4.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 4.
- 4.5 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 4.6 The Customer consents to the Supplier appointing third-party processors of Personal Data ("**Subprocessors**") of Personal Data under this agreement as set out in Schedule 3. The Supplier confirms that it has entered or (as the case may be)

will enter with the Subprocessors into a written agreement that reflects requirements of the Data Protection Legislation. The Supplier may authorise any other Subprocessor to process the Personal Data on the prior written consent of the Customer, such consent not to be unreasonably withheld.

- 4.7 If any personal data between the Customer and the Supplier requires execution of Standard Contractual Clauses (**SCC**) in order to comply with the Data Protection Legislation, the parties will complete all relevant details in, and execute SCC's, and take all other actions required to legitimise the transfer.
- 4.8 The Customer acknowledges and accepts that the Supplier has the right to use the Customer Data to develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) provided that any Customer Data used in such a way shall be displayed at an aggregated level only and will not be capable of being linked back to the Customer or any living individual.

## **5. THIRD PARTY PROVIDERS**

- 5.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and engage with services from third parties (including but not limited to Regulatory Bodies and Excluded Third Parties) via third-party websites, and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, transfer of Customer Data to, or correspondence with, any such third-party website, or any transactions completed, any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 5.2 The Customer acknowledges that where it or its Authorised Users remove, extract copy or otherwise transmit a Form (including where applicable any Customer Data) outside of the Software environment, it does so at its own risk. The Supplier shall have no liability or obligation whatsoever for the content or use of, transfer or transmission of a Form (including where applicable any Customer Data) to, or correspondence with the Customer, Authorised User or other third-party.
- 5.3 The Customer acknowledges that it is responsible for ensuring that Finalised Forms are submitted to Regulatory Bodies in good time and in compliance with timescales imposed by Regulatory Bodies, applicable laws and/or regulations. The Supplier shall have no liability or obligation for any Finalised Forms which are designated by a Regulatory Body to be incomplete, pending or rejected, or in relation to missed deadlines and/or timescales imposed by Regulatory Bodies or under applicable laws and regulations where any such missed deadline or timescale is the result of Regulatory Body or third-party service unavailability howsoever caused.

## **6. SUPPLIER'S OBLIGATIONS**

- 6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.
- 6.3 The Supplier:
- 6.3.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free;
- 6.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks (including communications to any Regulatory Body) and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 6.6 The Supplier shall comply with the Supplier Policies in performing the Services under this Agreement.
- 6.7 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy at Schedule 3 or such website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data within the Software, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy, such liability to be limited as set out in clause 12.3.2. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1 The Customer shall, and will procure that its Affiliates shall:
- 7.1.1 provide the Supplier with:
- (a) all necessary co-operation in relation to this Agreement; and

- (b) all necessary access to such information as may be required by the Supplier;

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

- 7.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
  - 7.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 7.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
  - 7.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
  - 7.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
  - 7.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 7.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

## **8. CHARGES AND PAYMENT**

- 8.1 The Customer shall pay the Fees and any Disbursements to the Supplier for the Services in accordance with this clause 8, the Proposal and Schedule 1.
- 8.2 The Customer shall within 7 days of the Effective Date provide to the Supplier a valid, original, accurate and complete approved Direct Debit Mandate acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details as reasonably required by the Supplier.
- 8.3 Upon receipt of the Customer's approved Direct Debit Mandate to the Supplier in accordance with clause 8.2, the Supplier shall set up a credit account for billing the Customer and its Authorised Users in respect of the Services, together with any Disbursement and the Supplier shall invoice the Customer:
  - (a) on the last day of each calendar month in electronic format for the Fees and Disbursements payable in accordance with the Proposal and Schedule 1, together with any underpayment identified in clauses 2.4.1 and 2.4.6; and

- (b) approximately 7 days after the date of such invoice raised in accordance with this clause 8.3, the Supplier shall debit from the Customer's bank account the amount detailed on such invoice.
- 8.4 Without prejudice to the generality of this clause 8, if the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
  - 8.4.1 the Supplier may, without liability to the Customer, disable the Customer's (or any of its Affiliates) passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
  - 8.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.5 All amounts, Fees and Disbursements stated or referred to in this Agreement:
  - 8.5.1 shall be payable in pounds sterling;
  - 8.5.2 are, subject to clause 12.3.2, non-cancellable and non-refundable;are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.6 The Supplier shall be entitled to increase the Fees payable in respect of the Services at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Proposal and Schedule 1 shall be deemed to have been amended accordingly.
- 8.7 Without prejudice to the generality of clause 8.6, the Customer acknowledges and accepts that the Supplier will without delay pass on to the Customer any increase in Disbursements by a Regulatory Body without advance notice and any such increase will be set out in the Supplier's invoice in accordance with clause 8.3.

## **9. PROPRIETARY RIGHTS**

- 9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer or its Authorised Users any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 9.2 Notwithstanding the generality of clause 9.1, the Supplier acknowledges that the Customer and/or its licensors own all intellectual property rights in relation to any bespoke forms that the Customer requests the Supplier store on its platform for the exclusive use by the Customer and the Customer confirms that it has all the rights, permission and consents necessary to permit the Supplier to make available such bespoke forms on its platform.



## **10. CONFIDENTIALITY**

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 10.1.2 was in the other party's lawful possession before the disclosure;
  - 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 10.7 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.8 The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

## **11. INDEMNITY**

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

- 11.1.1 the Customer is given prompt notice of any such claim;
  - 11.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - 11.1.3 the Customer is given sole authority to defend or settle the claim.
- 11.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 11.2.1 the Supplier is given prompt notice of any such claim;
  - 11.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
  - 11.2.3 the Supplier is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 11.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or
  - 11.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
  - 11.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.5 The foregoing and clause 12.3.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

## **12. LIMITATION OF LIABILITY**

- 12.1 Except as expressly and specifically provided in this Agreement:
- 12.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts

provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

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

12.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

12.2 Nothing in this Agreement excludes the liability of either party:

12.2.1 for death or personal injury caused by such party's negligence; or

12.2.2 for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2:

12.3.1 neither party shall be liable to the other party whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information which is transferred outside of the Software, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

12.3.2 subject to clauses 5 and 6.7, the Supplier's total aggregate liability to the Customer for damage to or loss or corruption of Customer Data whilst it remains on the Software and is part of the Services shall not exceed £50,000.

12.3.3 subject to clause 12.3.2, both parties' total aggregate liability in contract (including in respect of the indemnities at clauses 11.1 and 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer to the Supplier for the Services during the 12 months immediately preceding the date on which the claim arose.

12.4 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's intellectual property rights.

### **13. TERM AND TERMINATION**

13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

13.1.1 either party notifies the other party of termination, in writing, with at least 90 days' notice, in which case this Agreement shall terminate automatically upon the expiry of 90 days written notice; or

13.1.2 otherwise terminated in accordance with the provisions of this Agreement;

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

13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

13.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

13.2.2 the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

13.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

13.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

13.2.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

13.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

13.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.3 to clause 13.2.10 (inclusive);

13.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

- 13.2.12 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
- 13.2.13 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.3 On termination of this Agreement for any reason:

- 13.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- 13.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 13.3.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- 13.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

**14. ANTI-BRIBERY**

Each party hereby warrants, represents and undertakes to the other that it has acted and will act in compliance with all applicable anti-bribery and anti-corruption laws and regulations applicable to it (including the UK Bribery Act 2010).

**15. RESTRAINT OF TRADE**

The Customer shall not, during the Initial Term or subsequent Renewal Period(s) and for a period of 1 year thereafter, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Supplier any person employed or engaged by the Supplier in the provision of the Services.

**16. FORCE MAJEURE**

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service, transport or telecommunications network, or by services provided by a Regulatory Body, act of God, war, riot, civil commotion, pandemic, malicious damage,

compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

## **17. CONFLICT**

If there is a conflict or inconsistency between any of the provisions in this Agreement, the Terms of Use, the EULA and the Proposal, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list as provided below:

1. Terms of Business;
2. Proposal;
3. EULA;
4. Terms of Use.

## **18. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **19. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **20. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **21. SEVERANCE**

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **22. ENTIRE AGREEMENT**

- 22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22.4 Nothing in this clause shall limit or exclude any liability for fraud.

### **23. ASSIGNMENT**

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

23.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

### **24. NO PARTNERSHIP OR AGENCY**

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

### **25. THIRD PARTY RIGHTS**

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

### **26. COUNTERPARTS**

26.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format), or through an e-signature portal shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.

26.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

### **27. NOTICES**

27.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid recorded delivery post to the other party at its address set out in this Agreement.

27.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by pre-paid recorded delivery post, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **28. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **29. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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



## SCHEDULE 1

### FEES

#### 1. FEES

The Fees shall be charged in accordance with the **Proposal** document.

#### 2. SERVICE ENHANCEMENT FEES

The Supplier's enhanced support fees are set out below:

The Supplier will provide additional enhancement services where requested by the Customer (or Authorised User) where you have identified a requirement to understand and develop new functionality or features that are not currently available on our platform nor form part of our Services. This may include but is not limited to:

- Writing, testing and deploying code to add or update features, meet functional outcomes or updating our software to reduce security vulnerabilities;
- Writing user guides, which are descriptions of the desired functional outcome of a new feature or piece of functionality, including the technical requirements, acceptance criteria, and other relevant information.

The Supplier will agree with the Customer in advance and in writing a Statement of Work which shall contain:

1. Scope of the project;
2. Estimated timescales for completing the project; and
3. Estimated total cost for completing the project on a Time & Materials basis.

<b>Enhancement Services</b>	<b>Daily Rate for Services</b>
Developmental Services	£1000 per Business Day (exclusive of VAT)*

The amount specified in the rate column shall be payable by the Customer for the enhancement services within 30 days of the date of invoice. The Supplier shall invoice the Customer in arrears at month end capturing all time and material costs incurred in each month for the enhancement services that it has been authorised to carry out by the Customer. Customer may request a detailed statement showing the resource, duration and dates when support of any amounts invoiced has been provided and the Supplier will supply this within 5 Business Days from the date of the request.

**The Supplier will agree with the Customer estimates in advance of any chargeable enhancement services. Where, during the course of any agreed enhancement services, it is anticipated that the agreed estimates will be exceeded, the Supplier will notify and consult with the Customer to agree revised estimate(s) to conclude the Statement of Work.**

\*Where time spent is less than 1 day, the enhancement services will be recorded and charged on a 2-hour (1/4 day rate) basis. One 1 day comprises 8 hours.

**SCHEDULE 2**  
**SUPPLIER POLICIES**

The Supplier Policies are:

- Information Management Security Policy (ISMS)

## SCHEDULE 3

### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

#### 1. PROCESSING BY COCKEREL SOFTWARE LIMITED

**SCOPE:** The performance of services described in this Agreement.

**NATURE:** Providing services to Customers as described in this Agreement. Services may include the processing of Personal Data by Supplier (processor) and/or its approved sub-processors on systems which may contain Personal Data.

**PURPOSE OF PROCESSING:** The provision of Services by the Supplier to the Customer as specified in this agreement, including providing the Customer with access to its platform and web-based services for the creation and completion of legal forms via the internet to support the Customers business operations.

**DURATION OF THE PROCESSING:** For the Term of this Agreement.

#### 2. TYPES OF PERSONAL DATA:

- Names; addresses; contact number (including mobile phone); email address; dates of birth; next of kin;
- IP address; passwords; login credentials; Authorised User history; location data;
- and other data sets as more particularly described at:
  - <https://www.formevo.co.uk/download/FormEvoFormsPersonalDataReport.xlsx>
  - <https://www.formevo.co.uk/download/ISMSPolicySDLT-FormEvo.docx>

#### 3. CATEGORIES OF DATA SUBJECT:

[Customer employees; Authorised Users; clients of Customer; family members of Customer's clients; parties to litigation and their representatives; witnesses; expert witnesses; and (in relation to generic contract information only), other third parties to whom our Forms are submitted, including, but not limited to other parties' appointed lawyers (acting in opposition or otherwise), mediators, court officers, and other third parties whose personal details are captured in the furtherance of finalising the Forms.]

#### 4. INTERNATIONAL TRANSFERS

- Only to the extent that the Services are accessed outside the UK by the Customer, client's of the Customer and Authorised Users.

5. **SUPPLIER SUBPROCESSORS:**

- Coriex – Enfield North West London Data Centre - Correspondence Address: 6 Silver Court, Watchmead, Welwyn Garden City, AL7 1LT (UK) [www.coreix.net](http://www.coreix.net)
- RapidSwitch – Bournemouth Data Centre - Correspondence Address: - Spectrum House, Clivemont Road, Maidenhead, SL6 7FW (UK) [www.rapidswitch.com](http://www.rapidswitch.com)
- AWS – London, (UK) [www.aws.amazon.com](http://www.aws.amazon.com)
- SMS Works, St. Brandon's House, 29 Great George St, Bristol BS1 5QT (UK), [www.thesmsworks.co.uk](http://www.thesmsworks.co.uk)
- Signiflow, The Courtyard, 30 Worthing Rd, Horsham RH12 1SL (UK), [www.signiflow.co.uk](http://www.signiflow.co.uk)
- Layer 7, Wansbeck Enterprise Park, Lintonville Parkway, Ashington NE63 9JZ (UK) [www.layer7.uk](http://www.layer7.uk)
- Inovica Ltd, 116 Quayside, Newcastle upon Tyne NE1 3DY, (UK) [www.inovica.com](http://www.inovica.com)

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Signed by Archie Courage for and on behalf of  
Cockerel Software Limited

Director

Signed by [NAME OF DIRECTOR/PARTNER] for and  
on behalf of [NAME OF CUSTOMER]

Director/Partner