

Maintenance Terms

These Maintenance Terms will apply if you are a customer who has signed up to the Licence (as defined below) in addition to maintenance services relating to the Software. These Maintenance Terms are in addition to the terms and conditions of the Licence.

1 Definitions & Interpretation

1.1 Definitions

Contract Year: any 12-month period ending on any anniversary of the date of these Maintenance Terms.

Critical Fault: a reproducible fault which substantially hinders or prevents the Customer from using a material part of the functionality of the software in question.

Customer: the customer who is party to the Licence and these Maintenance Terms and whose details are set out in the Proposal.

Deliverables: any Documentation, Software, know-how or other works created or supplied by the Supplier (whether alone or jointly) in the course of providing the Maintenance Services.

Documentation: has the same meaning as in the Licence.

Enhanced Support Service: the Support Service more particularly described in the Proposal, which is to be provided by the Supplier to the Customer under clause 3.1 and clause 3.4.

Intellectual Property Rights: has the same meaning as in the Licence.

Legacy Fees: the charges for the Legacy Obligations set out in the Proposal.

Legacy Obligations: the obligations in respect of non-current versions of the Software which are set out in the Proposal.

Licence: the Software as a Service Subscription Agreement of even date made between the Supplier and the Customer.

Maintenance Charges: the charges payable for the Maintenance Services under these Maintenance Terms (where the context so requires) each or any of the following, as applicable and specified in the Proposal:

(a) the charges for the Standard Support Service set out in the Proposal (which charges also include the Updating Service);

- (b) the charges for the Enhanced Support Service set out in the Proposal;
- (c) any charges agreed for Optional Services;
- (d) any charges agreed for New Versions; and
- (e) where any of the above have been replaced by Legacy Fees, the Legacy Fees

in each case as the same may be amended from time to time in accordance with the provisions of clause 7.7.

Maintenance Release: a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Maintenance Services: includes (as appropriate) the Standard Support Service, the Updating Service, the Enhanced Support Service and any Optional Services which are included within an order for Optional Services under clause 4.

Manager: the person appointed by the Customer from time to time in order to fulfil the role described in clause 9.3.

Medium Fault: means any fault which adversely affects the Customer's use of the Software but for which the Supplier is able to provide a temporary solution.

Modification: any Maintenance Release or New Version which is acquired by the Customer

New Version: any new version of the Software which from time to time is publicly marketed and offered by the Supplier in the course of its normal business.

Non-Critical Fault: any reproducible fault in the Software other than a Critical Fault.

Open-Source Software: open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).

Optional Service: any of the Maintenance Services listed in clause 2.4(c) and paragraph 2 of Appendix 1 in the Proposal and any other services that the Customer and the Supplier may from time to time agree shall be supplied to the Customer by the Supplier under the terms of these Maintenance Terms.

Proposal: has the same meaning as in the Licence.

Service Levels: those standards of performance to be achieved by the Supplier in performing the Standard Support Service and the Enhanced Support Service as set out in Appendix 4 of the Proposal.

Software: has the same meaning as in the Licence.

Standard Support Service: the support service more particularly described in clause 2.4(a), Appendix 1 and paragraph 3 of Appendix 4 of the Proposal, which is to be provided by the Supplier to the Customer under clause 3.1 and clause 3.2.

Standard Support Hours: 9.00 am to 5.30 pm Monday to Friday, except on days which are bank holidays in England.

Supplier: Airports Bureau Systems Ltd incorporated and registered in England and Wales with company number 02591149 whose registered office is at Magna House, 18 – 32 London Road, Staines upon Thames, Surrey TW18 4BP.

Support Manager: the person appointed by the Supplier from time to time in order to fulfil the role described in clause 5.

Support Staff: those individuals who perform the Supplier's obligations under these Maintenance Terms including (where the context permits) the Support Manager.

Supported Software: has the meaning set out in clause 2.1.

Third-Party Licences: any Open-Source software licenses incorporated into the Software including the General Public Licence (if applicable), and any proprietary Third-Party Software licences.

Third-Party Software: any Open-Source Software incorporated into the Software and any proprietary Third-Party Software.

Updating Service: the service to be supplied by the Supplier to the Customer under clause 3.1 and clause 3.3.

2 Supported Software

2.1 The Supported Software is:

- 2.1.1 the Software;
- 2.1.2 any Modification which is acquired by the Customer (whether under the Licence, these Maintenance Terms or any other agreement between the Supplier and the Customer) during the course of the Licence and which accordingly becomes part of the software defined as the Software under the Licence; and
- 2.1.3 any other software which the Supplier and Customer agree should be Supported Software for the purposes of these Maintenance Terms.


2.2 In relation to Maintenance Releases:

- 2.2.1 as part of the Updating Service, the Supplier shall from time to time make Maintenance Releases available to the Customer without charge;
- 2.2.2 if the Customer fails to acquire a Maintenance Release within one month of the Supplier's notifying the Customer that such Maintenance Release is available for installation, the Supplier may terminate these Maintenance Terms by giving one month's written notice to the Customer; and

- 2.2.3 If the Maintenance Release comprises a bespoke solution or the Customer's timescales for a Maintenance Release are urgent, then the Supplier will inform the Customer of any additional charges pursuant to clause 2.4(c) of the Proposal.

3 The Maintenance Services

- 3.1 The Supplier shall supply, and the Customer shall take and pay for, the following Maintenance Services as specified in the Proposal:
 - 3.1.1 the Standard Support Service;
 - 3.1.2 the Updating Service;
 - 3.1.3 the Enhanced Support Service; and
 - 3.1.4 such of the Optional Services as are included from time to time within an order for Optional Services agreed between the Supplier and the Customer under clause 4.
- 3.2 In relation to the Standard Support Service:
 - 3.2.1 the Standard Support Service shall be provided during the Standard Support Hours and shall comprise:
 - (a) a telephone help desk to provide first-line technical support to users of the Supported Software; and
 - (b) remote diagnosis and, where possible, correction of faults using the software management software.
 - 3.2.2 if additional on-site support is required in any month it may be provided by the Supplier at its option at the rates set out in the Proposal (as varied from time to time in accordance with these Maintenance Terms).
 - 3.2.3 where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release, then for a reasonable period before the issue of such Maintenance Release the Supplier may decline to provide assistance in respect of that Non-Critical Fault.
 - 3.2.4 the Standard Support Service shall meet the Service Levels set out in Appendix 4 of the Proposal.
- 3.3 In relation to the Updating Service:
 - 3.3.1 the Supplier shall issue Modifications of the Software as and when required and in whatever form (including, in the case of Non-Critical Faults and Medium Faults, by way of a local fix or patch of the Software or a temporary by-pass solution) in the absolute discretion of the Supplier;

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- 3.3.2 the Updating Service shall include the supply to the Customer of all revisions to the Documentation which are necessary in order to reflect any Modification acquired by the Customer;
 - 3.3.3 for the avoidance of doubt, the cost of the Updating Service and of a licence to a New Version is included in the Maintenance Charges payable for the Standard Support Service; and
 - 3.3.4 once any Modification has been installed by the Customer, the Customer shall return all copies of the Software or any part of the Software which is superseded by that Modification.
- 3.4 In relation to the Enhanced Support Service:
- 3.4.1 the Enhanced Support Service offers:
 - (a) support at times other than the Standard Service Hours; and
 - (b) enhanced service levels when compared with the Standard Support Service, all as more particularly defined in the Proposal;
 - 3.4.2 the Enhanced Support Service shall meet the Service Levels set out in Appendix 4 of the Proposal.
- 3.5 The Supplier may, on prior notice to the Customer, make changes to the Maintenance Services, provided such changes do not have a material adverse effect on the Customer's business operations.
- 3.6 The Supplier shall have no obligation to provide the Maintenance Services where faults arise from:
- 3.6.1 misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
 - 3.6.2 failure to maintain the necessary environmental conditions for use of the Software;
 - 3.6.3 use of the Software in combination with any equipment or software not provided by the Supplier or not designated by the Supplier for use with any Modification forming part of the Supported Software, or any fault in any such equipment or software;
 - 3.6.4 relocation or installation of the Software by any person other than the Supplier or a person acting under the Supplier's instructions;
 - 3.6.5 any breach of the Customer's obligations under these Maintenance Terms howsoever arising or having the Software maintained by a third party;

- 3.6.6 any Modification not authorised by the Supplier resulting in a departure from the Specification (as defined in the Licence); or
- 3.6.7 operator error.

4 Orders for Optional Services

- 4.1 The Customer may from time to time request the Supplier to supply Optional Services of the type set out in clause 2.4(c) of the Proposal at the rates referred to in clause 7.2. The Supplier shall use its reasonable endeavours to comply with the Customer's request, but the Customer acknowledges that the Supplier's ability to supply the Optional Services shall depend on the availability of appropriate resources at the time in question.
- 4.2 Where the Supplier agrees to provide Optional Services, such agreement shall be embodied in an order for Optional Services. Each order for Optional Services shall be made under, and shall incorporate, the terms of these Maintenance Terms.

5 Support Staff

- 5.1 The Supplier shall appoint a Support Manager, who shall be responsible for the co-ordination of all matters relating to the Maintenance Services. All communications, documentation and materials relating to these Maintenance Terms shall be sent as appropriate by the Support Manager to the Manager. Each party shall notify the other in writing promptly if there is any proposed change to those appointments.
- 5.2 In addition to its Support Manager, the Supplier shall provide sufficient Support Staff to fulfil its obligations under the terms of these Maintenance Terms. The Support Staff shall be suitably trained and experienced in the support and maintenance of the Supported Software.

6 Further terms relating to the Maintenance Services

- 6.1 The Supplier shall ensure that, while on the Customer's premises, the Support Manager, the Support Staff and all other persons who enter such premises with the authority of the Supplier for the purpose of, or in connection with, these Maintenance Terms or the provision of the Maintenance Services, adhere to the Customer's security procedures and health and safety regulations, as from time to time notified to the Supplier or otherwise brought to the notice of the Supplier or such persons. The Customer may remove or refuse admission to any person who is, or has been, in material breach of such procedures and regulations. However, the Supplier shall incur no liability for any delay in performing or failure to perform its obligations under these Maintenance Terms as a result of compliance with the terms of this clause 6.1.

7 Maintenance Charges

- 7.1 In consideration of the Maintenance Services (excluding for this purpose any Optional Services), the Customer shall pay the Maintenance Charges set out in the Proposal. These Maintenance Charges shall be paid at the intervals specified in the Proposal.
- 7.2 Maintenance Charges for any Optional Services to the Customer shall be agreed in writing before performance or supply by the Supplier, and shall be charged and invoiced to the Customer by the Supplier (and paid by the Customer) following acceptance by the Supplier of the Customer's written order for such Optional Service (as the case may be).
- 7.3 The Customer shall pay all costs (at the Supplier's then prevailing rates) and reasonable expenses incurred by the Supplier for work carried out by the Supplier in connection with any fault which is not covered by these Maintenance Terms.
- 7.4 The Customer shall reimburse any reasonable expenses incurred by the Supplier where such expenses are incurred wholly and exclusively for the purpose of providing on-site support as part of the Maintenance Services, provided that any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.
- 7.5 If the Customer fails to make any payment due to the Supplier under these Maintenance Terms by the due date for payment, then, without limiting the Supplier's remedies under clause 0, the Customer shall pay interest on the overdue amount at the rate of 3% per annum over the then current base lending rate of the Supplier's bankers in the UK from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.6 All amounts payable under these Maintenance Terms shall be exclusive of VAT or relevant local sales tax (if any) or any relevant local sales taxes which shall be paid at the rate and in the manner for the time being prescribed by law.
- 7.7 The Supplier may increase the Maintenance Charges as from each anniversary of the date of these Maintenance Terms. Any increase shall be notified to the Customer at least three months before such anniversary.
- 7.8 All amounts due under these Maintenance Terms shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 Intellectual Property Rights

- 8.1 All Intellectual Property Rights in the Deliverables shall belong to the Supplier, and the Customer shall have no rights in respect of any of the Deliverables except as expressly granted under these Maintenance Terms. The Customer shall do or procure to be done all such further acts and things and sign or procure the signature of all such other documents as the Supplier

may from time to time require for the purpose of giving the Supplier the full benefit of the provisions of this clause 8.1.

- 8.2 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the use or possession of any of the Deliverables (or any part of them) infringes the UK Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by, or awarded against, the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, clause 8.2 shall not apply where the Claim in question is attributable to possession, use, development, modification or maintenance of the Deliverables (or any part thereof) by the Customer other than in accordance with the terms of these Maintenance Terms, use of the Deliverables in combination with any hardware or software not supplied or specified by the Supplier, if the infringement would have been avoided by the use of the Deliverables not so combined, or use of a non-current release of the Software.
- 8.3 Clause 8.2 is conditional on the Customer:
- 8.3.1 as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 8.3.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 8.3.3 giving the Supplier and its professional advisers at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
 - 8.3.4 subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.4 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:
- 8.4.1 procure for the Customer the right to continue using, developing, modifying or maintaining the Deliverables (or any part of them) in accordance with the terms of these Maintenance Terms;
 - 8.4.2 modify the Deliverables so that they cease to be infringing;
 - 8.4.3 replace the Deliverables with non-infringing works; or

- 8.4.4 terminate these Maintenance Terms immediately on notice to the Customer and repay to the Customer all sums which the Customer has paid to the Supplier under these Maintenance Terms during the year in which the termination occurs, less a charge for the Maintenance Services performed up to the date of termination.
- 8.5 Notwithstanding any other provision in these Maintenance Terms, clause 8.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use, development, modification or maintenance of any Open-Source Software incorporated into the Software or through the breach of any Third-Party Licence relating to any Open-Source Software so incorporated howsoever arising.
- 8.6 This clause 8 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 16.1.

9 The Customer's responsibilities

- 9.1 Without prejudice to clause 6.1, the Customer shall provide the Supplier, the Support Manager, the Support Staff and all other persons duly authorised by the Supplier with full, safe and uninterrupted access to the Customer's premises, systems, facilities and the Software as may reasonably be required for the purpose of performing the Maintenance Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours. Where the Maintenance Services are to be performed at any of the Customer's premises, the Customer shall provide adequate working space and office facilities (including telephone) for use by the Support Staff and take reasonable care to ensure their health and safety.
- 9.2 The Customer shall ensure that appropriate environmental conditions are maintained for the Supported Software and shall take all reasonable steps to ensure that the Supported Software is operated in a proper manner by the Customer's employees.
- 9.3 The Customer shall nominate a manager to be available to liaise with, and respond to queries from, the Support Manager.
- 9.4 The Customer shall:
 - 9.4.1 co-operate with the Supplier in performing the Maintenance Services and provide any assistance or information as may reasonably be required by the Supplier, including in relation to the diagnosis of any faults;
 - 9.4.2 report faults promptly to the Supplier; and
 - 9.4.3 keep full backup copies of all of its data.
- 9.5 The Customer shall indemnify the Supplier against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Supplier as a result of the Customer's breach of these Maintenance Terms howsoever arising or any negligent or wrongful act of the Customer, its officers, employees, contractors or agents.

10 Meetings

For the duration of these Maintenance Terms, the Manager, the Support Manager and such Support Staff as may from time to time be considered appropriate shall meet at least once in each calendar month at a Customer office location and at a time to be agreed between the Manager and the Support Manager, for the purpose of discussing provision of the Maintenance Services, the achievement of the Service Levels and any other appropriate matters.

11 Non-solicitation

The Customer shall not, for the duration of these Maintenance Terms, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of the Supplier who has been engaged in the provision, receipt, review or management of the Maintenance Services or otherwise in connection with these Maintenance Terms to leave the employment of the Supplier.

12 Risk and title

Risk in, and title to, any media bearing any Software or Documentation or other information that may from time to time be supplied by the Supplier to the Customer shall pass to the Customer on acceptance by the Customer.

13 Data protection

13.1 Schedule 1 of the Licence shall apply to these Maintenance Terms.

14 Export

14.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under these Maintenance Terms (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

14.2 Each party undertakes:

14.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

14.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

15 The Supplier's warranties

15.1 The Supplier represents and warrants to the Customer that:

15.1.1 the Maintenance Services will be performed:

- (a) in accordance with all applicable laws and regulations; and
- (b) with all reasonable skill and care;

15.1.2 to the best of its knowledge and belief, the Deliverables will not infringe the UK Intellectual Property Rights of any third party; and

15.1.3 at the date of these Maintenance Terms, the Supplier has obtained and will maintain for the duration of these Maintenance Terms all permissions, licences and consents necessary for the Supplier to perform the Maintenance Services.

15.2 If, during the term of these Maintenance Terms, the Supplier receives written notice from the Customer of any breach by the Supplier of the representations and warranties contained in clause 15.1.1, the Supplier shall, at its own option and expense, remedy that breach within a reasonable period following receipt of such notice, or terminate these Maintenance Terms immediately on written notice to the Customer and repay to the Customer all sums which the Customer has paid to the Supplier under these Maintenance Terms during the year in which the termination occurs, less a charge for the Maintenance Services performed up to the date of termination. The Customer shall provide all information reasonably necessary to enable the Supplier to comply with its obligations under this clause 15.2. This clause sets out the Customer's sole remedy and the Supplier's entire liability for breach of clause 15.1.1.

15.3 No representation or warranty is given by the Supplier that all faults will be fixed, or will be fixed within a specified period of time.

15.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these Maintenance Terms or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

16 Limits of liability


16.1 Except as expressly stated in clause 16.2:

16.1.1 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (a) special damage, even though the Supplier was aware of the circumstances in which such special damage could arise;
- (b) loss of profits;
- (c) loss of anticipated savings;
- (d) loss of business opportunity;
- (e) loss of or goodwill;
- (f) loss of, or damage to (including corruption of), data;

provided that this clause 16.1.1 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 16.1.3 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 16.1.1;

- 16.1.2 the Customer agrees that, in entering into these Maintenance Terms, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Maintenance Terms or (if it did rely on any representations, whether written or oral, not expressly set out in these Maintenance Terms) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall not in any circumstances have any liability otherwise than in accordance with the express terms of these Maintenance Terms; and
 - 16.1.3 the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with these Maintenance Terms or any collateral contract, shall in no circumstances exceed a sum equal to limit of the Supplier's professional indemnity insurance.
- 16.2 The exclusions in clause 15.4 and clause 16.1 shall apply to the fullest extent permissible at law but the Supplier does not exclude liability for:
- 16.2.1 death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
 - 16.2.2 fraud or fraudulent misrepresentation;
 - 16.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 Supply of the Goods and Services Act 1982; or
 - 16.2.4 any other liability which cannot be excluded by law.
- 16.3 The Customer acknowledges that:
- 16.3.1 it is exclusively responsible for:

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- (a) reviewing any new Modifications in accordance with clause 2;
 - (b) ensuring that the staff of the Customer are trained in the proper use and operation of the Software;
 - (c) ensuring the security, completeness and accuracy of all inputs and outputs;
 - (d) making regular backup copies of its data to ensure recovery of its data if the Software malfunctions; and
 - (e) the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Software.
- 16.4 All dates supplied by the Supplier for the delivery of the Modifications or the provision of Services shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 16.5 All references to the Supplier in this clause 16 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of the Supplier, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.
- 16.6 The Supplier warrants and represents that it has full authority to license or sub-license the Third-Party Software to the Customer on the terms of this licence.
- 16.7 The Customer shall comply with the Third-Party Licences and shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the Customer's breach of the terms of any such Third-Party Licences.
- 16.8 The Supplier may treat the Customer's breach of any Third-Party Licence as a breach of this licence.

17 Duration

Supply of the Maintenance Services by the Supplier to the Customer shall commence on the date of these Maintenance Terms and, subject to termination in accordance with the provisions of these Maintenance Terms or termination of the Licence, shall continue until terminated by either the Supplier or the Customer in accordance with the Proposal. Termination

- 17.1 Without prejudice to any rights that have accrued under these Maintenance Terms or any of its rights or remedies, either party may at any time terminate these Maintenance Terms and/or the Support Services with immediate effect by giving written notice to the other party if any of the provisions of clause 13.2 of the Licence apply.

17.2 Either party may terminate these Maintenance Terms in accordance with clause 14 of the Licence (Force Majeure).

17.3 These Maintenance Terms shall automatically terminate on termination or expiry of the Licence, but expiry or any termination of these Maintenance Terms (however caused) shall have no effect on the licences granted under the Licence.

18 Effect of termination

18.1 Other than as set out in these Maintenance Terms, neither party shall have any further obligation to the other under these Maintenance Terms after its termination.

18.2 Any provision of these Maintenance Terms which expressly or by implication is intended to come into or continue in force on or after termination of these Maintenance Terms, including clause 8, clause 14, clause 16 and Schedule 8 shall remain in full force and effect.

18.3 Termination of these Maintenance Terms, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

18.4 On termination of these Maintenance Terms for any reason, the Customer's right to receive the Maintenance Services shall cease automatically and each party shall as soon as reasonably practicable return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping.

18.5 On termination of these Maintenance Terms for any reason, the Supplier shall:

18.5.1 promptly refund such portion of the Maintenance Charges as relates to the period after expiry or termination on a pro rata basis;

18.5.2 as soon as reasonably practicable, vacate the Customer's premises leaving them clean and tidy and removing any goods, materials or equipment belonging to it. Any goods, materials or equipment that have not been removed after 30 days after termination of these Maintenance Terms may be disposed of by the Customer as it thinks fit.

18.6 On termination of these Maintenance Terms for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to the Supplier. The Supplier shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.