

DATED 2 JANUARY 2013

- (1) ALAN J SAITCH and AVRIL J SAITCH
(Trading as VICKERS BUSINESS CENTRE)

- (2) UNDERDOG SOFTWARE

TENANCY AT WILL
In respect of
22 (G9) Vickers House
Priestley Road, Basingstoke, Hampshire. RG24 9NP

TENANCY AT WILL made the second day of January 2013

1. PARTICULARS

1.1 the Landlord

ALAN J SAITCH and AVRIL J SAITCH
trading as VICKERS BUSINESS CENTRE at
Unit 1, Vickers Business Centre, Priestley
Road, Basingstoke

1.2 the Tenant

Underdog Software
22 (G9) Vickers House
Vickers Business Centre
Priestley Road
BASINGSTOKE, Hants, RG24 9NP

1.3 the Premises

All those premises situate and known as
22 (G9), Vickers House, Priestley Road,
Basingstoke as the same are shown for
identification purposes only edged red on the
plan annexed hereto

1.4 the Commencement Date 1st January 2013

2 TENANCY AT WILL

The Landlord lets the Premises to the Tenant to hold the same from the Commencement Date as tenant at will at a charge of £5.48 + vat per day, payable monthly in advance exclusive of VAT thereon. Neither the payment of nor any demand for charge nor the fact that such charge is calculated by reference to a period shall confer upon the Tenant any greater interest in the Premises than that of a tenant at will.

3 TENANT'S OBLIGATIONS

The Tenant agrees:

- 3.1 To pay the monthly charge including any Value Added Tax payable thereon when due without any deduction abatement or set off whatsoever at the time and in the manner aforesaid
- 3.2 On vacating the Premises to return all keys issued by the landlords managing agent at the start of the tenancy. Should the original keys not be returned, at the end of the tenancy, the recovery of charges for new locks / keys will be taken from the charge deposit
- 3.3 Not to do or permit or suffer to be done or omit to do anything on the Premises which might make void or voidable any insurance policy affecting the Premises
- 3.4 Not to do or permit or suffer to be done or omit to do anything on the Premises which conflicts with or breaches any statutory requirement and to indemnify the Landlord against any legal liability in respect thereof and to give the Landlord full particulars of any notice affecting the Premises forthwith on receipt
- 3.5 On vacating the Premises to yield up the Premises in a clean and tidy condition and in as good a state of repair as the same are now in
- 3.6 To permit the Landlord and persons authorised by it at reasonable times upon giving 48 hours prior notice (except in cases of emergency) to enter to inspect the Premises for any purpose
- 3.7 If the Landlord notifies the Tenant of any breach of this Agreement and the Tenant does not remedy the breach promptly the Landlord may do so and recover the cost from the Tenant save as those agreed in writing between the Landlord and Tenant

- 3.8 Not to make any alterations or additions to the Premises without the consent of the Landlord in writing
- 3.9 Not to carry on any offensive trade from the Premises or do anything on the Premises which is illegal or immoral or a nuisance.
- 3.10 To use the Premises only as offices within Class B1 of the Town and Country Planning Act (Use Classes) Order 1987 PROVIDED that nothing herein shall warrant or imply that such use shall be in accordance with any statutory provisions regulating the development or use of land
- 3.11 To pay all expenses incurred by the Landlord in relation to any default by the Tenant and any notice relating to such default
- 3.12 Insofar as any of the following are capable at law of being carried out by the Tenant not to assign underlet charge part with or share possession or occupation of the whole or any part of the Premises
- 3.13 To indemnify the Landlord against all liability for injury to persons or damage to the Premises
- 3.14 To make good any damage to the Premises caused by the Tenant's act or default
- 3.15 Not to put up a sign or signs advertising the nature of the Tenants occupation save where the Landlord has agreed that signage
- 3.16 Not to smoke any form of tobacco within any areas of the building or to cause any discomfort or nuisance to other tenants via the passage or transfer of any fumes or smoke into other tenants suites.
- 3.17 Not to create any form of sound that may cause a disturbance or affect the business of another tenant within the building. This includes radios, multimedia computers and any form of hi-fi equipment.
- 3.18 Not to park any commercial vehicles in the car park adjacent to Priestley Road. All commercial vehicles must be parked in the car park at the rear of the building.
- 3.19 Not to park any vehicle on site for more than 48 hours continuously in any 72 hour period.
- 3.20 Not to allow any animals or pets access or refuge within any of the building on the Vickers Business Centre site.

4 LANDLORD'S OBLIGATIONS

- 4.1 On the determination of this tenancy the Landlord shall within seven working days, refund any charge received in respect of the period after termination together with the balance then remaining (if any) of the charge deposit plus any interest that has accrued on this deposit, referred to in Clause 6 below.
- 4.2 To provide the services of electricity supply, heating, common part cleaning, toilet supplies, refuse removal from the site, repairs to the structure of the building and general external site maintenance PROVIDED THAT the Landlord shall not be liable for the failure of any stoppage leakage breakage or failure of any lighting system pipes appliance apparatus or machinery or any temporary or partial breakdown failure or suspension in any of the Landlord's services provided that having been given notice of any such matter the Landlord uses all reasonable endeavours to make good the breakdown failure suspension having been given a reasonable time in which to do so.

5 TENANT'S ACKNOWLEDGEMENT

The Tenant acknowledges that prior to entering into this Agreement it confirmed that it required a temporary and flexible arrangement and that it has entered into this Agreement for its own benefit. The Tenant confirms that there is no intention to form a periodic or fixed term tenancy and that the occupation of the Premises by the Tenant will be as a tenant at will. In these circumstances the Tenant can elect to vacate at any time and the Tenant can be removed at any time. The Tenant further acknowledges that it has been advised to seek and take independent legal advice and has entered into this Agreement whether it has done so or not.

6 CHARGE DEPOSIT

The Landlord acknowledges the sum of £312.00 is payable by the Tenant prior to occupancy, as a charge deposit ("the Charge Deposit") and in the event that the Tenant fails to comply with its obligations to pay the charge hereunder the Landlord shall be entitled to draw upon the Charge Deposit to make good or compensate itself in respect of any such non-payment without reference to or the consent of the Tenant.

IN WITNESS whereof the parties hereto have duly executed this deed the day and year first before written.

SIGNED by Alan J Saitch : ASaich

SIGNED by Avril J Saitch : ASaich

SIGNED for and on Behalf of Underdog Software
: ASaich

PRINT NAME: A. SMITH

Signed : the 2nd day of January 2013