

**DATED** \_\_\_\_\_

**(1) << >>**

**(2) << >>**

## **APPLICATION SERVICE PROVIDER (ASP) AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)    <<Name of Service Provider>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Service Provider”) and
- (2)    <<Name of Customer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Customer”)

**WHEREAS:**

- (1)    The Service Provider hosts and provides access to the Applications described herein in its capacity as an Application Service Provider.
- (2)    The Customer wishes to access the Applications described herein as hosted by the Service Provider under a non-exclusive Licence, from a remote location, in return for the payment of a monthly fee and subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

<b>“Applications”</b>	means the selected software applications provided by the ASP which shall be available to the Customer, as set out in Schedule 2 of this Agreement;
<b>“ASP Infrastructure”</b>	means the Service Provider's computer hardware, firmware, software and communications infrastructure which is used to facilitate access to the Applications by the Customer;
<b>“Business Day”</b>	means any day other than Saturday or Sunday that is not a bank or public holiday;
<b>“Business Hour”</b>	means any time between <<e.g. 09:00>> and <<e.g. 18:00>> on a Business Day, during which the Service Provider is open for business;
<b>“Commencement Date”</b>	means <<Insert date of Agreement>>;
<b>“Confidential Information”</b>	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement;
<b>“Customer Computer Systems”</b>	means the Customer's computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be used;

<b>“Customer Data”</b>	means the data created by the Customer or to third parties under licence which is created or otherwise stored in the ASP Infrastructure;
<b>“Fees”</b>	means the amount payable by the Customer in return for access to the ASP Infrastructure and support provided by the Service Provider in accordance with Clause 12 and Schedule 1 of this Agreement;
<b>“Intellectual Property Rights”</b>	means the present and future intellectual property rights limited to copyright, design rights (whether registered or not), patents, know-how, trade secrets and database rights;
<b>“Non-Customer User”</b>	means a person who is not the Customer who may not use the ASP Infrastructure without the written consent from the Service Provider in Clause 10.4;
<b>“Service”</b>	means the services, ASP Infrastructure and support provided by the Service Provider to the Customer;
<b>“Training Fees”</b>	means the amount payable by the Customer in return for training provided by the Service Provider in accordance with Clause 12, specified in Schedule 1;
<b>“Users”</b>	means the persons who shall, from time to time, use the ASP Infrastructure;

- 1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by similar means;
  - 1.2.2 a statute or a provision of law, or a provision as amended or re-enacted from time to time;
  - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or re-enacted from time to time;
  - 1.2.4 a Schedule is a schedule to this Agreement;
  - 1.2.5 a Clause, sub-Clause or paragraph is a Clause, sub-Clause or paragraph of this Agreement (other than a Clause, sub-Clause or paragraph of the relevant Schedule).
- 1.3 The headings used in this Agreement shall be for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## 2. The Service

- 2.1 The Service Provider shall, from the Commencement Date, provide the Service to the Customer for the duration of the Term of this Agreement and in accordance with the terms and conditions of this Agreement.
- 2.2 The Service Provider shall provide the Service through the ASP Infrastructure and shall use all reasonable endeavours to ensure that such access is available, with no planned downtime, 24 hours a day, 7 days a week, 365 days a year. This shall be subject to the exceptions contained in Clauses 4, 12, and 13.

## 3. Term

- 3.1 The Service will be provided to the Customer during the term of this agreement (the "Term"), which shall commence on the Commencement Date and will continue until <<[Term]>> or until otherwise terminated in accordance with Clause 19.
- 3.2 The Term may be renewed for a further period of <<[Term]>> months] OR [years] upon the mutual consent of both Parties.

## 4. Fees and Payment

- 4.1 The Fees due for the Service shall be as set out in Schedule 1 to this Agreement.
- 4.2 The Customer shall pay to the Service Provider all Fees due within <<e.g. 30>> days of receipt of an invoice from the Service Provider for the same.
- 4.3 In the event that the Customer fails to pay the Fees due within the time period specified in sub-Clause 4.2, the Service Provider shall suspend the Customer's use of the Service until payment is made in full. The Service Provider may, in its discretion, suspend or disrupt any other of the Customer's operations.
- 4.4 In the event that the Customer fails to pay the Fees due within the time period specified in sub-Clause 4.3 then, without prejudice to sub-Clause 4.3, the Service Provider shall, from the date of any judgment, at <<e.g. 3>>% per annum over the Base Rate, until payment is made in full.
- 4.5 The Service Provider reserves the right to vary the Fees from time to time as it may deem appropriate. The Service Provider shall give 30 days' written notice of any such variation. Such variation shall take effect upon expiry of such notice.

## 5. The Applications

- 5.1 The Applications to which the Service shall be provided are detailed in Schedule 2 to this Agreement.
- 5.2 The Customer is free during the Term of this Agreement to either add to or remove from the selection of Applications the availability of required Applications. The Fees shall be amended accordingly in the event of such change.

## 6. Training

- 6.1 The Service Provider shall provide training in accordance with the programme specified in Schedule [5] to a maximum of 10 Users.
- 6.2 The cost of all training materials, including manuals, books, handouts and interactive resources will be charged to the Customer and shall be included in the Training Fees.
- 6.3 Prior to the Commencement of the Service, the Customer shall determine the number of Users requiring training and inform the Service Provider.
- 6.4 All Training Fees, as specified in Schedule [5], shall be paid by the Customer at the same time as the first invoice payable under Clause 4. In the event that subsequent invoices are required, additional Training Fees shall be charged to the Customer with payment due prior to the commencement of such training.
- 6.5 Further training may be required in the event of significant alterations or upgrades to the Application or the ASP Infrastructure. The Service Provider shall inform the Customer of any such training in advance and shall supply details of all such training.
- 6.6 Notwithstanding the provisions of this Clause, the Customer is not bound to utilise the Service Provider's training and is free to procure training from alternative sources.

## 7. Security

- 7.1 The Service Provider shall ensure that the ASP Infrastructure includes <<Insert a full description of security measures such as firewalls, virus protection, etc>>.
- 7.2 The Service Provider shall perform regular backups of all data on the ASP server. Such backups shall be stored in a secure location. All <<Insert description of storage, e.g. fireproof safe, etc>>.

## 8. Maintenance

- 8.1 The Service Provider shall be responsible for the maintenance and upgrades to the ASP Infrastructure which may be required.
- 8.2 Subject to the provisions of this Clause, the Customer shall be responsible for the maintenance and upgrades to the Computer Systems which may be required from time to time be required.
- 8.3 [Whenever possible, the Service Provider shall endeavour to undertake maintenance outside of the Customer's business hours.]

OR

[Unless maintenance is carried out at scheduled times. The service provider shall be <<Insert relevant information>>. Corrective

- maintenance shall be undertaken [redacted].]
- 8.4 Unless maintenance is carried out at least << >> Business Days after the Customer's use of the Service is affected, the Service Provider shall use its best efforts and reasonable endeavours to carry out corrective maintenance as soon as possible in the case of a fault. The Service Provider may not always be able to provide the Service as soon as possible.
  - 8.5 Where maintenance will disrupt the Service, the Service Provider shall aim to complete all necessary work within the Business Hours or as soon as possible thereafter where relevant.
  - 8.6 Whenever possible, the Service Provider shall provide a workaround solution to the Customer to enable the use of the Service or to enable use that is as close as possible to the normal use of the Service under the prevailing circumstances.
9. **Software Licences**
    - 9.1 The Customer shall use the Service under a non-exclusive, non-transferable licence, as set out in Schedule 1. This licence permits a maximum number of << >> Users to access the Service at any given time and such access is only by means of access, e.g. HTML Applications at any given time. <Insert description of the licence etc.>>.
    - 9.2 All Applications provided by the Service Provider unless otherwise stated in the licence included in this Agreement are the property of the Service Provider. If a third party, the relevant licence shall be annexed to this Agreement in Schedule 1.
    - 9.3 Where Applications are the property of a third party, the Service Provider warrants that they have all necessary rights to the customer for the purposes of the licence and for use under its terms.
  10. **Applications and ASP Infrastructure**
    - 10.1 Under this Agreement, as set out in Schedule 1, a maximum number of << >> Users shall be permitted to access the Service through the ASP Infrastructure at any given time.
    - 10.2 Users' access to the Applications and ASP Infrastructure shall be controlled by means of <<Insert description of access control, e.g. username and password, IP validation etc.>>.
    - 10.3 Should the Customer require an increase in the maximum number of Users, such an increase shall be permitted at the discretion of the Service Provider. The Service Provider shall have the right to increase Fees in the event of an increase in the maximum number of Users.
    - 10.4 Use by Non-Customer Users. Without the prior written consent of the Service Provider, such consent not to be unreasonably withheld, the Service Provider may require such details as the reason that access to the Service and ASP Infrastructure is

- required by the Non-Customer User and other information which may be required from time to time.
- 10.5 The Customer shall use the Service for the purposes of carrying on its business of <<Insert description of the Customer's business to the level of detail reasonably required for the purposes of the Service>>.
- 10.6 [The Service Provider shall ensure that the Customer's use of the Applications and ASP Infrastructure from time to time complies with the terms and conditions of this Agreement and any Reasonable Usage Policy annexed to this Agreement. In the event that the Customer's use of the Service exceeds the limits set out in the Reasonable Usage Policy, the Service Provider may, in its sole discretion, have the right to increase Fees, in accordance with Schedule 2 to this Agreement, by giving the Customer written notice to the Customer of the increase, supplying 30 days' notice of the increase.]
- 10.7 The Customer may only access the ASP Infrastructure as detailed in Schedule 2 to this Agreement. No access to the ASP Infrastructure shall be permitted in the absence of the written permission from the Service Provider.
- 10.8 The Customer is exclusively responsible for the conduct of individual Non-Customer Users (and any authorised Non-Customer Users) and must ensure that they comply with this Agreement. The Customer must notify the Service Provider immediately of any breaches of this Agreement by Non-Customer Users.
- 10.9 Access to the Applications is to be via the ASP Infrastructure by means of access, e.g. HTTP, FTP, etc. <<Insert description of the means of access, e.g. HTTP, FTP, etc.>>, via the ASP Infrastructure. Under no circumstances shall the Customer download, store, reproduce or redistribute the Applications or any other part of the ASP Infrastructure, without first obtaining the written permission of the Service Provider.
- 10.10 The Customer's use of the Applications and ASP Infrastructure may, from time to time, be governed by the Rules and Requirements set out in Schedule 2 to this Agreement. It shall be the responsibility of the Customer to ensure that their use of the Service is in compliance with any such laws, regulations, rules and requirements.
- 10.11 The Customer's use of the Service shall be subject to the following limitations, any of which may be waived by the Service Provider giving their express written consent:
- 10.11.1 The Customer may not use the Applications or the ASP Infrastructure for the purpose of conducting the business of an unauthorised third party.
- 10.11.2 The Customer may not use the Applications or the ASP Infrastructure to produce the Applications or the ASP Infrastructure or any other part of the ASP Infrastructure.
- 10.11.3 The Customer may not use the Applications or the ASP Infrastructure to allow an unauthorised third party to access the Applications or the ASP Infrastructure.
- 10.12 Neither the Customer, nor the Service Provider, may, in the absence of the written consent from the Service Provider, make changes to the Applications or the ASP Infrastructure or attempt to correct any errors in the Applications or the ASP Infrastructure.
- 10.12.1 Make changes of any kind to the Applications or the ASP Infrastructure; or
- 10.12.2 Attempt to correct any errors in the Applications or the ASP Infrastructure.

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## 11. Customer Computer Systems

11.1 Prior to commencement of the Service, the Service Provider shall conduct a full inspection and inventory of the Customer Computer Systems to ensure compatibility with the Applications and ASP Infrastructure. Where appropriate, the Service Provider may recommend upgrades and other alterations. Any such recommendations shall be presented in a written report to the Customer.

11.2 The Service Provider may require the Customer to provide physical access to the Customer Computer Systems for the purposes of inspecting, testing and upgrading the Customer Computer Systems to ensure their compatibility with the Applications and ASP Infrastructure. Access shall be granted by the Customer only upon receipt of a written request from the Service Provider.

11.3 The Service Provider shall be entitled to access the Customer Computer Systems during the term of this Agreement to access the Customer Computer Systems remotely for the purposes of inspecting, testing and upgrading the Customer Computer Systems to ensure their compatibility with the Applications and ASP Infrastructure.

11.4 Where, in the opinion of the Service Provider, the Customer Computer Systems are likely to cause disruption to the Service, the Service Provider may request that the Customer disconnect the Customer Computer Systems. The Customer shall be advised that reconnection of the Customer Computer Systems may require changes such as upgrades to the Customer Computer Systems or the ASP Infrastructure.

11.5 In the event of any unauthorised access to the Customer Computer Systems or the ASP Infrastructure, in breach of this Agreement, the Service Provider shall be entitled to disconnect the Customer Computer Systems and to take such action as it deems appropriate and to suspend the Service in accordance with Clause 19 below.

11.6 The Customer shall ensure that the Customer Computer Systems are not connected to a third party system or network in such a way that unauthorised third parties may access the Customer Computer Systems or the ASP Infrastructure.

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In the event of any unauthorised access to the Customer Computer Systems or the ASP Infrastructure, in breach of this Agreement, the Service Provider shall be entitled to disconnect the Customer Computer Systems and to take such action as it deems appropriate and to suspend the Service in accordance with Clause 19 below.

The Customer shall ensure that the Customer Computer Systems are not connected to a third party system or network in such a way that unauthorised third parties may access the Customer Computer Systems or the ASP Infrastructure.

## 12. Support

12.1 The Service Provider shall provide standard support services during their normal business hours, e.g. 09:00 to 18:00 Monday to Friday, [exclude] public holidays. The standard support services shall relate only to the Applications and ASP Infrastructure and are related to Customer Computer Systems. The Customer's own support staff shall be responsible for resolving any problems which must be resolved by the Customer's own support staff.

12.2 In addition to the standard support services, the Service Provider shall also provide enhanced support services outside of their normal business hours, e.g. 24 hours, 08:00 to 18:00, 24 hours. The enhanced support services shall be available at additional rates as set out in Schedule 1.

The Service Provider shall provide standard support services during their normal business hours, e.g. 09:00 to 18:00 Monday to Friday, [exclude] public holidays. The standard support services shall relate only to the Applications and ASP Infrastructure and are related to Customer Computer Systems. The Customer's own support staff shall be responsible for resolving any problems which must be resolved by the Customer's own support staff.

In addition to the standard support services, the Service Provider shall also provide enhanced support services outside of their normal business hours, e.g. 24 hours, 08:00 to 18:00, 24 hours. The enhanced support services shall be available at additional rates as set out in Schedule 1.



- 12.3 When seeking support the Service Provider shall use its best and reasonable endeavours to provide the support necessary to aid the Service Provider in diagnosing and resolving the problem with the Applications or the ASP Infrastructure.
- 12.4 The Service Provider shall support problems within << >> Business Hours or as soon as possible where resolution in that time is not possible.
- 12.5 Whenever possible, the Service Provider shall provide a workaround solution to the Customer to enable the use of the Service or to enable use that is as close as possible to the normal use of the Service under the prevailing circumstances.

### 13. Intellectual Property

- 13.1 Subject to sub-Clause 13.2, the Customer acknowledges that all Intellectual Property Rights subsisting in the Applications and the ASP Infrastructure, including any supporting software and documentation are the property of the Service Provider. For the purposes of this Clause 13, 'Application' means the Applications and 'Infrastructure' means the ASP Infrastructure along with supporting software and documentation in the manner in which all such material is compiled and presented to the Customer.
- 13.2 Where expressly indicated otherwise, the Customer acknowledges that all Intellectual Property Rights subsisting in the Applications and the ASP Infrastructure, including any supporting software and documentation may be the property of named third parties.
- 13.3 The Customer shall not, and shall not permit or cause any third party to, after the expiry of this Agreement, use, copy, reproduce, adapt, or otherwise exploit any Intellectual Property Rights covered by this Agreement by the Customer and its employees or agents in connection with the performance of its obligations under this Agreement.
- 13.4 The Customer shall not, without the prior written consent of the Service Provider, reproduce, adapt, copy, or make available to any third party any of the Applications or the ASP Infrastructure, or any other material associated with the Service, where such activity goes beyond the scope of action permitted by the terms and conditions of this Agreement.
- 13.5 Where the Customer either knows or has reasonable grounds to believe that there has been any breach of Intellectual Property Rights covered by this Agreement, the Customer shall be under a duty to inform the Service Provider of such breach as soon as possible.

### 14. Customer Data

- 14.1 Subject to sub-Clause 14.2, the Customer acknowledges that all Intellectual Property Rights subsisting in the Customer Data are and shall remain the property of the Customer.
- 14.2 Certain Customer Data may be the property of third parties. In such cases, the Customer warrants that all such data has been lawfully obtained and used with the consent of the relevant third parties.

### 15. Confidentiality

- 15.1 During the Term of this Agreement and for a period of 12 months after termination or expiration of this Agreement for any reason, the Customer shall use its best and

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reasonable endeavours to ensure that the Confidential Information is kept secure and confidential. The Service Provider shall not disclose the Confidential Information without the express written consent from the Customer, except where such disclosure is required by law. The Customer shall be notified in writing of the disclosure.

Data is kept secure and confidential in the absence of express written consent from the Customer. The Customer shall be notified in writing of the disclosure.

15.2 During the Term of this Agreement or the expiry or expiration of this Agreement for any reason, or on the expiry or expiration of the Term of this Agreement, the following Confidential Information (the "Disclosing Party").

information or expiration of this Agreement for any reason, or on the expiry or expiration of the Term of this Agreement, the following Confidential Information (the "Disclosing Party").

15.3 Subject to sub-Clause 15.4,

15.3.1 may not use any Confidential Information for any purpose other than the performance of the Agreement;

for any purpose other than the performance of the Agreement;

15.3.2 may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and

to any third party except with the prior written consent of the Disclosing Party; and

15.3.3 shall make every effort to prevent any unauthorised use or disclosure of the Confidential Information.

unauthorised use or disclosure of the Confidential Information.

15.4 The obligations of confidentiality under Clause 15.1) shall not apply to:

Clause 15 (excluding sub-Clause 15.1) shall not apply to:

15.4.1 is in the possession of the Disclosing Party or is published in the public domain prior to its receipt by the Receiving Party;

disposal of the Receiving Party or is published in the public domain prior to its receipt by the Receiving Party;

15.4.2 is or becomes public knowledge through no fault of the Receiving Party;

confidential basis through no fault of the Receiving Party;

15.4.3 is required to be disclosed by law or regulation; or

law or regulation; or

15.4.4 is received in good faith by the Receiving Party on reasonable enquiry from a third party who imposes no obligations of confidentiality on the Receiving Party.

Party from a third party who, on reasonable enquiry from the Receiving Party claims to have no obligations in respect thereof and who imposes no obligations of confidentiality on the Receiving Party.

15.5 Without prejudice to any other remedies available, the Receiving Party shall, in the event of a breach of this Clause the Receiving Party shall, without proof of special damage, be entitled to an equitable remedy for any threatened or actual breach of this Clause in addition to any damages or other remedies available.

the Disclosing Party may, in the event of a breach of this Clause the Receiving Party shall, without proof of special damage, be entitled to an equitable remedy for any threatened or actual breach of this Clause in addition to any damages or other remedies available.

15.6 The obligations of the Parties under this Clause shall survive the expiry or the termination of this Agreement, irrespective of the reason for such expiry or termination.

of this Clause shall survive the expiry or the termination of this Agreement, irrespective of the reason for such expiry or termination.

## 16. Liability

16.1 The Service Provider shall not be liable for any indirect or consequential loss the Customer can claim if such loss is reasonably foreseeable or if the Service Provider has advised the Customer of the possibility of the loss.

customer for any indirect or consequential loss the Customer can claim if such loss is reasonably foreseeable or if the Service Provider has advised the Customer of the possibility of the loss.

16.2 The Service Provider's entire liability shall be limited to the amount of its contractual obligation under the statement or tortious act or omission.

in respect of any breach of the Agreement, any representation, statement or tortious act or omission arising under or in connection with the Agreement.

- connection with this Agreement < >>.
- 16.3 Notwithstanding any other provision to the contrary, the Service Provider's liability to the Customer for damages resulting from the Service Provider's own negligence, employees, agents or subcontractors shall not be limited.
17. **Indemnity**
- 17.1 The Customer will fully indemnify the Service Provider against all costs, expenses, liabilities, losses, damages and judgments that the Service Provider may incur or be subject to as a result of the following:
- 17.1.1 The Customer's misconfiguration of the ASP Infrastructure or any other element of the ASP Infrastructure;
- 17.1.2 The Customer's breach of the ASP Infrastructure;
- 17.1.3 The Customer's negligence or fault.
- 17.2 The Service Provider shall indemnify the Customer against any costs, expenses, liabilities, losses, damages and judgments that the Customer may incur or be subject to as a result of any matter covered by this Agreement.
18. **Force Majeure**
- 18.1 Neither the Service Provider nor the Customer shall be liable for breaching this Agreement where that breach is caused by Force Majeure.
- 18.2 Force Majeure refers to any event that is beyond the control of the parties and includes, but is not limited to, natural disaster, war, internet service provider failure, industrial action, theft, fire, flood, storms, terrorist action or any other event that is beyond the control of the parties.
19. **Termination**
- 19.1 The Service Provider reserves the right to terminate this Agreement or to suspend the Service in the following circumstances:
- 19.1.1 If the Customer fails to comply with the terms of this Agreement;
- 19.1.2 If the Customer is in breach of the terms of this Agreement;
- 19.1.3 If the Customer becomes insolvent or enters into a voluntary arrangement under Section 1 of the Insolvency Act 1986;
- 19.1.4 If the Customer is liquidated or enters into a liquidation arrangement under Section 123 of the Insolvency Act 1986;
- 19.1.5 If the Customer's director, manager, administrator or a substantial part of its assets are transferred to another entity or a resolution for its winding up or for an arrangement for the sale of its assets is presented to a court for its approval.

- 19.2 The Customer reserves the right to terminate this Agreement in the following circumstances:
- 19.2.1 If the Service Provider is in breach of this Agreement;
  - 19.2.2 If the Service Provider enters into a voluntary arrangement with its creditors;
  - 19.2.3 If the Service Provider is insolvent or enters into liquidation within the definition of Section 123 of the Insolvency Act 1986;
  - 19.2.4 If the Service Provider is a director, manager, administrator or liquidator of a company or a substantial part of its assets have been sequestered, a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an order for its liquidation.
- 19.3 Within <<e.g. 7>> Business Days of termination of this Agreement in accordance with this Clause 19, the Customer shall uninstall or otherwise remove all Applications and ASP Infrastructure including all client software supplied by the Service Provider for that purpose. Immediately following taking such action, the Customer shall notify the Service Provider in writing that such action has been taken. [The Service Provider shall have the right to dispatch a representative to the Customer premises for verification purposes.]

## 20. Notices

- 20.1 All notices under this Agreement shall be in writing.
- 20.2 Notices shall be deemed to have been received by the Customer:
- 20.2.1 when delivered, if delivered by hand or by registered mail) during business hours;
  - 20.2.2 when sent, if transmitted by electronic means, a successful transmission report or return receipt is received;
  - 20.2.3 on the fifth business day after mailing, if mailed by national ordinary mail, postage paid;
  - 20.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.
- 20.3 In each case notices should be sent to the most recent address, e-mail address, or facsimile number notified by the Customer.

## 21. Relationship of Parties

Nothing in this Agreement shall create or constitute a partnership, the relationship of principal and agent, or any other relationship between the Service Provider and the Customer.

## 22. Assignment

Neither Party shall assign, transfer, or otherwise make over its rights or obligations under this Agreement to any third party the benefit and/or detriment of the other, such consent shall be required in writing and shall be withheld.

23. **Severance**

The Parties agree that, in the event that any provision of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

24. **Entire Agreement**

24.1 This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings, and arrangements relating to the subject matter of this Agreement. Neither Party shall rely on any agreement, understanding or arrangement made prior to this Agreement, save as expressly provided in this Agreement, save as expressly provided in this Agreement.

24.2 Unless otherwise expressly provided in this Agreement, this Agreement may be varied or amended only by both of the Parties.

25. **No Waiver**

The Parties agree that no failure to exercise the performance of any provision in this Agreement shall constitute a waiver of any provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver.

26. **Non-Exclusivity**

The relationship between the Parties is and shall remain non-exclusive. Both parties are free to enter into other relationships with other parties.

27. **[Dispute Resolution (Arbitration)]**

27.1 It is agreed that where any dispute relating to this Agreement arises between the Parties, the dispute shall be referred to the arbitration of a single arbitrator with appropriate qualifications and practical experience to resolve the particular dispute.

27.2 The arbitrator shall be agreed by the Parties. In the event of failure to agree, the arbitrator shall be appointed by the President of the Law Society of England and Wales.

27.3 The arbitration shall take place in accordance with the Arbitration Act 1996 and shall be in accordance with the modification of that Act for the time being in force.

27.4 The Parties shall promptly provide all information reasonably requested by him relating to the dispute, imposing appropriate obligations of confidence.

27.5 The Parties shall require the other Party to use reasonable endeavours to

render his decision within  
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27.6 The Parties shall share the  
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27.7 [The Parties agree to exclud  
England and Wales concern  
arbitration.]]

or appeal to the courts of  
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28. **Law and Jurisdiction**

28.1 This Agreement shall be gov

England and Wales.

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**IN WITNESS WHEREOF** this Agreement  
before written

ed the day and year first

SIGNED by

<<Name and Title of person signing for Se  
for and on behalf of <<Service Provider's N

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Cu  
for and on behalf of <<Customer's Name>>

In the presence of  
<<Name & Address of Witness>>

**Fees****1. Service Fees**

<<Insert details of fees payable for

**2. Licence Fees**

<<Insert details of licence fees payable, e.g. per Application, per User>>

**3. Fee Increases**

<<Insert details of how fees may be increased in circumstances specified in the Agreement>>

**4. Additional Support Charges**

<<Insert details of fees for additional support, clause 10>>

**5. Additional Costs**

<<Insert details of any additional costs that may be payable, e.g. ASP Infrastructure insurance etc.>>

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## Applications

<<Insert details of the Applications available to you here>>  
special terms and conditions>>

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### Third Party Software Licenses

<<Insert details of third party software and licenses>>

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**[Reasonable Usage Policy]**

<<Insert details of the Service Provider's policy exists, remove this Schedule>>

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### **Training**

<<Insert details of the training programme to be provided by the Provider to Users of the Applications and ASP Infrastructure>>

### **Training Fees**

<<Insert details of the fees to be charged for training>>

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