

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:

"Applications"	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;
"ASP Infrastructure"	means the Service Provider's computer hardware, firmware, software and communications infrastructure which is used to facilitate access to the Applications by the Customer;
"Business Day"	means any day other than Saturday or Sunday that is not a bank or public holiday;
"Business Hour"	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;
"Commencement Date"	means <<Insert date of Agreement>>;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement;
"Customer Computer Systems"	means the Customer's computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be used;

“Customer Data”	means the data created by the Customer or to third parties under licence which is created or otherwise stored in the ASP Infrastructure;
“Early Termination Fee”	means the fee payable by the Customer in accordance with Clause 1 of this Agreement which shall be payable by the Customer in the event that the Customer chooses to terminate this Agreement in accordance with Clause 9.3;
“Fees”	means the fees payable by the Customer in return for the use of the ASP Infrastructure and the services of the Service Provider in accordance with Clause 12 and Schedule 1 of this Agreement;
“Intellectual Property Rights”	means the present and future intellectual property rights limited to copyright, design rights (whether registered or not), patents, know-how, trade marks and database rights;
“Non-Customer User”	means a person who is not a Customer who may not use the ASP Infrastructure without the written consent from the Service Provider in accordance with Clause 10.4;
“Service”	means the services provided by the Service Provider, ASP Infrastructure and support services provided by the Service Provider to the Customer;
“Training Fees”	means the fees payable by the Customer in return for the training services provided by the Service Provider in accordance with Clause 12, specified in Schedule 1;
“Users”	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 or Schedules as amended or re-enacted from time to time;
 - 1.2.5 a Clause, sub-Clause or paragraph is 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.
2. **The Service**
- 2.1 The Service Provider shall, from the Commencement Date, provide the Service to the Customer on a continuous basis 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 reasonable endeavours to ensure that such access is available, with the exception of planned maintenance, 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 <<[]>> OR until otherwise terminated in accordance with Clause 19.
- 3.2 The Term may be renewed in accordance with the conditions as set out in Clause 19 [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 specified in sub-Clause 4.2, the Service Provider shall suspend the Customer's use of the Service and may, in its sole discretion, suspend or discontinue the Service as it deems appropriate, without prejudice to any other of the rights or remedies available to the Service Provider to disrupt any other of the Customer's operations.
- 4.4 In the event that the Customer fails to pay the Fees due in accordance with 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 then obtaining at the time.
- 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, subject to the Customer's agreement to continue this Agreement in accordance with sub-Clause 4.2.
5. **The Applications**
- 5.1 The Applications to which the Service is provided and the access are detailed in

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Schedule 2 to this Agreement

- 5.2 The Customer is free during the term of the Agreement to either add to or remove from the selection of applications from the Service Provider. Training Fees shall be amended accordingly in the event of such changes.

to either add to or remove from the selection of applications from the Service Provider. Training Fees shall be amended accordingly in the event of such changes.

6. Training

- 6.1 The Service Provider shall provide training in accordance with the programme specified in Schedule [5] to the Agreement.
- 6.2 The cost of all training materials, including books, handouts and interactive resources will be included in the Training Fees.
- 6.3 Prior to the Commencement of the Agreement, the Customer shall determine the number of Users requiring training and advise 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 training is 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 in advance of any such proposed training in advance.
- 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.

in accordance with the programme specified in Schedule [5] to the Agreement.

limited to, books, handouts and interactive resources will be included in the Training Fees.

shall determine the number of Users requiring training and advise the Service Provider.

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significant alterations or upgrades to the Application or the ASP Infrastructure. The Service Provider shall inform the Customer in advance of any such proposed training in advance.

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, reserve power, redundant systems, etc>>.
- 7.2 The Service Provider shall perform regular backups of all data on the ASP server. Such backups shall be stored in accordance with the description of media>>. All <<Insert description of storage, e.g. fireproof safe, etc>>.

the ASP Infrastructure includes <<Insert a full description of security measures such as firewalls, reserve power, redundant systems, etc>>.

backups of all data on the ASP server. Such backups shall be stored in accordance with the description of media>>. 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 all maintenance and upgrades to the Computer Systems which may from time to time be required.
- 8.3 [Whenever possible, the Service Provider shall endeavour to undertake maintenance and upgrades outside of the Customer's business hours.]

maintenance and upgrades to the ASP Infrastructure which may be required.

Customer shall be responsible for all maintenance and upgrades to the Computer Systems which may from time to time be required.

its best and reasonable endeavours to undertake maintenance and upgrades outside of the Customer's business hours.]

OR

[Unless maintenance is carried out at scheduled times. The service shall be <<Insert relevant information>>. Corrective maintenance shall be undertaken as soon as possible.]

8.4 Unless maintenance is carried out at least << >> Business Days after the Customer's use of the Service, the Service Provider shall use its best endeavours and reasonable endeavours to carry out corrective maintenance 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 endeavour to 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 use of the Service under the prevailing circumstances.

9. Software Licences

9.1 The Customer shall use the Service under a non-exclusive, non-transferrable 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 to be made through the means of access, e.g. HTML or API.

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 2.

9.3 Where Applications are the property of a third party, the Service Provider warrants that they have all the necessary rights to provide such applications to the customer for the purposes of the Service 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 the ASP Infrastructure shall be controlled by means of <<Insert relevant information>>, e.g. username and password, IP validation etc.

10.3 Should the Customer require an increase in the 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 proportionately, in accordance with the event of an increase in

- the maximum number of Users
- 10.4 Use by Non-Customer Users in the absence of express written consent shall not to be unreasonably withheld. Details as to the reason that access is required by the Non-Customer Users and other information which may be required
- 10.5 The Customer shall use the Service on its business of <<Insert description of detail reasonably required>>.
- 10.6 [The Service Provider shall ensure that the use of the Service and ASP Infrastructure from the Customer and conditions of this Agreement and conditions of this Agreement shall not exceed the use of the Service exceed the Reasonable Usage Policy, the Service Provider shall, in accordance with Schedule 2, give written notice to the Customer of any breach of the Reasonable Usage Policy.
- 10.7 The Customer may only access the Service in accordance with the Agreement. No access to the Service shall be permitted in the absence of the Service Provider's written consent.
- 10.8 The Customer is exclusively responsible for the conduct of individual Customer Users) and must ensure compliance with the Agreement. The Customer shall be responsible for any breaches of this Agreement.
- 10.9 Access to the Applications is restricted to the means of access, e.g. HTTP, via the ASP Infrastructure. Under no circumstances shall the Customer reproduce or redistribute the Applications or the ASP Infrastructure, without first obtaining the written permission of the Service Provider.
- 10.10 The Customer's use of the Applications and the ASP Infrastructure may, from time to time, be governed by the Rules and requirements external to the terms and conditions of the Agreement. It shall be the Customer's exclusive responsibility to ensure compliance with any such laws and regulations.
- 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 individual or a company.
- 10.11.2 The Customer may not use the Applications or the ASP Infrastructure to reproduce the Applications or the ASP Infrastructure.
- 10.11.3 The Customer may not use the Applications or the ASP Infrastructure to allow a third party to access the Applications or the ASP Infrastructure.
- 10.12 Neither the Customer, nor the Service Provider, may, in the absence of

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under this Agreement in the absence of the Service Provider, such consent shall not be unreasonably withheld. Details as to the reason that access is required by the Non-Customer User and other information which may be required shall be provided to the Service Provider at the time.

for the purposes of carrying on the Customer's business to the level of detail reasonably required by the Service Provider.

shall ensure compliance with the terms and conditions of the Reasonable Usage Policy and conditions of this Agreement. In the event that the Customer's use of the Service exceeds the Reasonable Usage Policy, the Service Provider shall, in accordance with Schedule 2, give written notice to the Customer of any breach of the Reasonable Usage Policy, supplying 30 days' notice.

as set out in Schedule 2 to this Agreement. No access to the ASP Infrastructure shall be permitted in the absence of the Service Provider's written consent.

of the Service, including the conduct of individual Customer Users) and must ensure compliance with the Agreement. The Customer shall be responsible for any breaches of this Agreement.

<<Insert description of the means of access, e.g. HTTP, via the ASP Infrastructure. Under no circumstances shall the Customer reproduce or redistribute the Applications or the ASP Infrastructure, without first obtaining the written permission of the Service Provider.

Infrastructure may, from time to time, be governed by the Rules and requirements external to the terms and conditions of the Agreement. It shall be the Customer's exclusive responsibility to ensure compliance with any such laws and regulations.

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 individual or a company.

10.11.2 The Customer may not use the Applications or the ASP Infrastructure to reproduce the Applications or the ASP Infrastructure.

10.11.3 The Customer may not use the Applications or the ASP Infrastructure to allow a third party to access the Applications or the ASP Infrastructure.

may, in the absence of

written consent from the Service Provider

10.12.1 Make changes of Applications or the ASP Infrastructure; or

10.12.2 Attempt to correct any errors in the Applications or the ASP Infrastructure.

11. Customer Computer Systems

11.1 Prior to commencement of the Customer Computer Systems, 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 changes for upgrades and other alterations. Any such recommendations shall be presented in a written report to the Customer.

11.2 The Service Provider may require physical access to the Customer Computer Systems for 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 have access to 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, changes are likely to cause disruption to the Customer Computer Systems, the Service Provider may request that the Customer disconnects from the ASP Infrastructure until advised that reconnection is safe. The Service Provider may require changes such as upgrades or alterations to be made to the Customer Computer Systems.

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 from the ASP Infrastructure indefinitely or temporarily as it deems appropriate and to take such action as it deems appropriate 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 be accessed by the Service Provider.

12. Support

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

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- 12.2 In addition to the standard support services provided in sub-Clause 12.1, the Service Provider shall also provide 24/7 [and live online] support for all services outside of their normal business hours. A detailed description of support services and additional support services shall be available at additional support services at the rates set out in Schedule 1.
- 12.3 When seeking support the Service Provider shall make its best and reasonable endeavours to provide the support to the Customer as possible to aid the Service Provider in diagnosing and resolving the problem with the Applications or the ASP Infrastructure.
- 12.4 The Service Provider shall resolve 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 possible under the prevailing circumstances.

13. Intellectual Property

- 13.1 Subject to sub-Clause 13.2, 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, together 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 in the Applications, certain Applications including the ASP Infrastructure 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, infringe or cause infringement of any Intellectual Property Rights covered by this Agreement by the Customer and its employees, agents, contractors and subcontractors in breach of the terms of this Agreement.
- 13.4 The Customer shall not, in breach of the terms of this Agreement, without the Service Provider's written consent, reproduce, adapt, modify, copy, or make available to any third party any of the Applications, the ASP Infrastructure, or any other material associated with the Services, where such activity goes beyond the scope of action permitted by the terms and conditions of this Agreement.
- 13.5 Where the Customer either infringes or causes infringement of any 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 it becomes aware of the breach.

14. Customer Data

- 14.1 Subject to sub-Clause 14.2, 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 party.

relevant third parties.

15. Confidentiality

- 15.1 During the Term of this Agreement and for any reasonable period thereafter, the Receiving Party shall use its best and reasonable endeavours to ensure that Confidential Data is kept secure and confidential. The Service Provider shall not disclose Confidential Data in the absence of express written consent from the Customer, and no disclosure to any third party unless the Customer shall be notified in writing of the disclosure.
- 15.2 During the Term of this Agreement and for any reasonable period thereafter, the Receiving Party shall, from the date of termination or expiration of this Agreement or the <<Survival Period>> starting on <<Date>>], the following Confidential Information (the "Disclosing Party") to the Party receiving Confidential Information from the other Party (the "Receiving Party"):
- 15.3 Subject to sub-Clause 15.4, the Receiving Party shall:
- 15.3.1 may not use any Confidential Information 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
 - 15.3.3 shall make every effort to prevent any unauthorised use or disclosure of Confidential Information.
- 15.4 The obligations of confidentiality under Clause 15.1 shall not apply if the Confidential Information:
- 15.4.1 is in the possession of the Disclosing Party or is published in the public domain prior to its disclosure to the Receiving Party;
 - 15.4.2 is or becomes public knowledge through no fault of the Receiving Party;
 - 15.4.3 is required to be disclosed by law or regulation; or
 - 15.4.4 is received in good faith by the Receiving Party from a third party who, to the best of the Receiving Party's knowledge, claims to have no obligation of confidentiality in respect thereof and is not bound by any obligation of confidentiality on the Receiving Party.
- 15.5 Without prejudice to any other remedies that the Receiving Party may have, the Receiving Party shall, in the event of a breach of this Clause, be entitled to an award of damages, be entitled to an award of threatened or actual breach damages or other remedies available at law or in equity.
- 15.6 The obligations of the Parties under this Clause shall survive the expiry or the termination of the Agreement, irrespective of the reason for such expiry or termination.

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- 17.2 The Service Provider will indemnify the Customer against all costs, expenses, liabilities, losses, damages and claims that the Customer may incur or be subject to as a result of the Provider's breach of this Agreement.

18.1 Neither the Service Provider nor the Client shall be liable for breaching this Agreement where that breach is caused by the Client's **Maieure**.

- ## 19. Termination

- 19.1.1 If the Customer fails to comply with the obligations under Clause 4 of this Agreement:

- 19.1.2 If the Customer is in [REDACTED] Agreement;

- 19.1.3 If the Customer becomes a party to a voluntary arrangement under Section 1 of the Insolvency Act 1986, the Company shall not be bound by the terms of this agreement.

- 19.1.4 If the Customer is a company, it shall be deemed to be acting within the definition of "Company" as defined in Section 123 of the Companies Act 2006.
- 19.1.5 If the Customer is an individual, it shall be deemed to be acting within the definition of "Individual" as defined in Section 123 of the Companies Act 2006.
- 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 any of the terms of this Agreement;
- 19.2.2 If the Service Provider is in breach of any of the terms of a voluntary arrangement entered into by the Service Provider;
- 19.2.3 If the Service Provider is in breach of any of the terms of the Insolvency Act 1986 within the definition of "Insolvency" as defined in Section 123 of the Companies Act 2006;
- 19.2.4 If the Service Provider is a company, it shall be deemed to be acting within the definition of "Company" as defined in Section 123 of the Companies Act 2006.
- 19.3 The Customer may also terminate this Agreement in the event of an increase in Fees under sub-Clause 19.2.1 if such an increase to be subject to the Customer's prior written approval and a Termination Fee set out in Schedule 1.
- 19.4 Within <<e.g. 7>> Business Days of the termination of this Agreement in accordance with this Clause 19.2, the Customer shall uninstall or otherwise remove the Applications and ASP Infrastructure included in the Service Provider for that 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's premises for the purpose of verification.]

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 recipient in the following circumstances:
- 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 the date of posting, if mailed by national ordinary mail, postage paid;
- 20.2.4 on the tenth business day after the date of posting, 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 of the recipient.

21. **Relationship of Parties**

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

22. **Assignment**

Neither Party shall assign, transfer to any third party the benefit and/or consent of the other, such consent

in any other manner make over without the prior written consent. Withheld.

23. **Severance**

The Parties agree that, in the event any provision 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

of the provisions of this Agreement shall be deemed unenforceable, that / those provisions of this Agreement. The

24. **Entire Agreement**

24.1 This Agreement embodies the entire understanding between the Parties, 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 in this Agreement, save for any representation made

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

25. **No Waiver**

The Parties agree that no failure to enforce that provision or any other provision shall be deemed to be a waiver of any provision and shall not constitute a continuing waiver.

the performance of any provision shall not constitute a breach of the right to subsequently enforce that provision. Such failure shall not constitute a breach and shall not

26. **Non-Exclusivity**

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

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

27.1 It is agreed that where any dispute arises between the Parties, the dispute shall be referred to a single arbitrator with appropriate qualifications and practical experience to

relating to this Agreement 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 in the event of failure to agree shall be appointed by the President of the Law Society of England and Wales.
- 27.3 The arbitration shall take place and shall be in accordance with the Arbitration Act 1996 and any 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 arbitrator to make reasonable endeavours to render his decision within the time specified or if this is not practicable. The Parties shall require the arbitrator to accept of the information requested or if this is not practicable. The Parties shall require the arbitrator to achieve this objective.
- 27.6 The Parties shall share the costs of the arbitration equally. The decision of the arbitrator shall be binding on both Parties.
- 27.7 [The Parties agree to exclude any right to appeal to the courts of England and Wales concerning the arbitration.]]

28. Law and Jurisdiction

- 28.1 This Agreement shall be governed by the law of England and Wales.
- 28.2 [Any dispute between the Parties arising out of or in connection with this Agreement shall fall within the jurisdiction of the courts of England and Wales.]

IN WITNESS WHEREOF this Agreement has been made and signed before written

SIGNED by

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

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

SIGNED by

<<Name and Title of person signing for Customer's Name>>
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 the circumstances specified in the Agreement>>

4. Additional Support Charges

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

5. Additional Costs

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

6. Early Termination Fee

<<Insert details of the Early Termination Fee payable by the Customer under sub-Clause 19.3>>

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Applications

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

so include any additional

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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>>

cy, if relevant. If no such

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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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