

SAP BUSINESS ONE TERMS AND CONDITIONS OF SUPPLY

AGREED TERMS

1. INTERPRETATION

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

Asis: Asis Solutions Limited incorporated and registered in England and Wales with company number 07054492 whose registered office is at University of Warwick Enterprise Park, Warwick, CV35 9EF

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clauses 11.4 and 11.6.

Customer: the customer of Asis signing up to use the Software and the Services in accordance with the terms of this agreement.

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

Documentation: the document made available to the Customer by Asis from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Normal Business Hours: 8.30 am to 5.30 pm local UK time, each Business Day.

Order: the order document, attached to this agreement, outlining the Customer's order for the Software and the Services.

Renewal Period: the period described in clause 14.1.

SAP: SAP AG, together with any of its subsidiaries in any jurisdiction from time to time.

Services: the Software solution provided by Asis to the Customer under this agreement and the Order.

Service Level Agreement: the service level agreement as outlined at Schedule 2.

Software: SAP's Business One cloud software solution by Asis as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to Asis for the User Subscriptions, as set out in paragraph **Error! Reference source not found.** of Schedule 1.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services Policy: Asis' policy for providing support in relation to the Services as more specifically outlined in the Service Level Agreement.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9 A reference to writing or written includes e-mail where the e-mail has associated with it a confirmation from the recipient that it has been read such confirmation being created independently by the recipient.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Asis hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorised User shall keep a secure password for his use of the Services and Documentation and shall keep his password confidential at all times;

(d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Asis within 5 Business Days of Asis' written request at any time or times;

(e) it shall permit Asis to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Asis' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

(f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Asis' other rights, the Customer shall promptly disable such passwords and Asis shall not issue any new passwords to any such individual; and

(g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to Asis, then without prejudice to Asis' other rights, the Customer shall pay to Asis an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph **Error! Reference source not found.** of Schedule 1 within 15 Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Asis reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Asis.
- 2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 3. ADDITIONAL USER SUBSCRIPTIONS**
- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph **Error! Reference source not found.** of Schedule 1 and Asis shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Asis in writing. Asis shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request.
- 3.3 If Asis approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Asis' invoice, pay to Asis the relevant fees for such additional User Subscriptions as set out in paragraph **Error! Reference source not found.** of Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).
- 4. SERVICES**
- 4.1 Asis shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 Asis shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that Asis has used reasonable endeavours to give the Customer at least 9 Normal Business Hours' notice in advance.
- 4.3 Asis will, as part of the Services and at no additional cost to the Customer, provide the Customer with Asis' standard customer support services during Normal Business Hours in accordance with Asis' Support Services Policy in effect at the time that the Services are provided. Asis may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Asis' then current rates.
- 5. CUSTOMER DATA**
- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 In this clause 5, Personal Data has the meaning given in the Data Protection Act 1998.
- 5.3 Asis warrants that to the extent it processes any Personal Data on behalf of the Customer:
- 5.4 it shall act only on instructions from the Customer; and
- 5.5 it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 5.6 Asis shall treat any Personal Data or other data submitted to the Site as Confidential Information belonging to the Customer.
- 5.7 Asis shall notify the Customer as soon as reasonably practicable if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the personal data;
- 5.8 The Customer further warrants that:
- 5.9 it will process any Personal Data in compliance with EU Directive 95/46/EC (the Data Protection Directive); and
- 5.10 it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.
- 5.11 The Customer agrees that SAP shall be entitled, upon giving reasonable written notice to either Asis or the Customer, to conduct an audit of the Customer's, and any of its Authorised User's, compliance with its obligations under this clause and the Data Protection Act.
- 5.12 The Customer shall be entitled, upon written notice to Asis and no more than 2 times in any 12 month period, to request that Asis provide it with electronic copies of any Customer Data stored by Asis for the provision of the Services, subject to the Customer covering Asis' reasonable costs in complying.
- 6. THIRD PARTY PROVIDERS**
- 6.1 The Customer acknowledges that the Software is being hosted by a third party supplier to which Asis is contracted and that Asis may, at its sole discretion, move the hosting amongst such third party suppliers and warrant that such a move will not diminish the services provided in any material manner.
- 6.2 The Customer further acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Asis makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Asis. Asis recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Asis does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 7. ASIS' OBLIGATIONS**
- 7.1 Asis undertakes that the Services will be performed substantially in accordance with the Documentation, with reasonable skill and care and in accordance with the Service Level Agreement.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Asis' instructions, or modification or alteration of the Services by any party other than Asis or Asis' duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Asis will, at its expense, use best endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1 Notwithstanding the foregoing, Asis:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This agreement shall not prevent Asis from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.4 Asis warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 8. CUSTOMER'S OBLIGATIONS**
- The Customer shall:
- (a) provide Asis and, where appropriate, SAP, with:
- (i) all necessary co-operation in relation to this agreement; and
- (ii) all necessary access to such information and systems as may be required by Asis or SAP;
- in order to provide the Services, including but not limited to all Customer systems, the Customer's premises, Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Asis may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Asis, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by Asis from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Asis' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- (h) not cause an infringement of SAP's intellectual property rights

9. CHARGES AND PAYMENT

- 9.1 The Customer shall pay the Subscription Fees to Asis for the User Subscriptions in accordance with this clause 9 and Schedule 1.
- 9.2 Asis shall invoice the Customer:
- on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period, and the Customer shall pay each invoice strictly within 45 days after the date of such invoice.
- 9.3 If Asis has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Asis:
- Asis may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Asis shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Asis' bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this agreement:
- shall be payable in pounds sterling;
 - are, subject to clause 13.4(b), non-cancellable and non-refundable;
 - are exclusive of value added tax, which shall be added to Asis' invoice(s) at the appropriate rate.
- 9.5 If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space specified in the Documentation, Asis shall charge the Customer, and the Customer shall pay, Asis' then current excess data storage fees. Asis' excess data storage fees current as at the Effective Date are set out in Schedule 1.
- 9.6 Asis shall be entitled to increase the Subscription Fees not to exceed 10% above RPI without agreement between both parties, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3 and/or the excess storage fees payable pursuant to clause 9.5 at the start of each Renewal Period upon 60 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that Asis and/or its licensors own all intellectual property rights in the Services, Software and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software or the Documentation.
- 10.2 Asis warrants that it has all the rights in relation to the Services, Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. CONFIDENTIALITY

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- is or becomes publicly known other than through any act or omission of the receiving party;
 - was in the other party's lawful possession before the disclosure;
 - is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 In addition to the above obligations the Customer acknowledges that the Software contains Confidential Information belonging to SAP. The Customer therefore agrees that it shall treat such SAP Confidential Information in the same manner as any other Confidential Information under this agreement and further agrees that SAP shall be entitled to enforce its rights, and seek damages from the Customer, for any breach of these terms as if it were a party to this agreement.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 11.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Asis' Confidential Information.
- 11.7 Asis acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.8 This clause 11 shall survive termination of this agreement, however arising.
- 11.9 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12. INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless Asis against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, including any claims that the Customer has infringed the intellectual property rights of Asis provided that:
- the Customer is given prompt notice of any such claim;
 - Asis provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - the Customer is given sole authority to defend or settle the claim.
- 12.2 The Customers' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13. LIMITATION OF LIABILITY

- 13.1 This clause 13 sets out the entire financial liability of Asis (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
- arising under or in connection with this agreement;
 - in respect of any use made by the Customer of the Services and Documentation or any part of them; and
 - in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 13.2 Except as expressly and specifically provided in this agreement:
- the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Asis shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Asis by the Customer in connection with the Services, or any actions taken by Asis at the Customer's direction;
 - all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - the Services and the Documentation are provided to the Customer on an "as is" basis.
- 13.3 Nothing in this agreement excludes the liability of Asis:
- for death or personal injury caused by Asis' negligence; or
 - for fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.2 and clause 13.3:
- Asis shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - Asis' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

- 14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for 12 months (the **Initial Subscription Term**) and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
- either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

- (b) otherwise terminated in accordance with the provisions of this agreement;
and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
 - (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to clause 14.2(j) (inclusive); or
 - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 14.3 On termination of this agreement for any reason:
- (a) all licences granted under this agreement shall immediately terminate;
 - (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - (c) Asis may destroy or otherwise dispose of any of the Customer Data in its possession unless Asis receives, no later than fourteen days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Asis shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Asis in returning or disposing of Customer Data; and
 - (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 15. FORCE MAJEURE**
Asis shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Asis or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 16. CONFLICT**
If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
- 17. VARIATION**
No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18. WAIVER**
No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19. RIGHTS AND REMEDIES**
Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 20. SEVERANCE**
20.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 21. ENTIRE AGREEMENT**
21.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
21.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.
- 22. ASSIGNMENT**
22.1 The Customer shall not, without the prior written consent of Asis, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
22.2 Asis may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 23. NO PARTNERSHIP OR AGENCY**
Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 24. THIRD PARTY RIGHTS**
24.1 Subject to clause 24.2, this agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.
24.2 Clauses 11.4 and 8.h are also intended to benefit SAP.
24.3 The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this agreement is not subject to the consent of any person who is not a party to this agreement.
- 25. NOTICES**
25.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by sent by e-mail in accordance 1.9
25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received in accordance with 1.9 (as shown by the timed printout obtained by the sender).
- 26. GOVERNING LAW**
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual

disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. JURISDICTION

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

ASIS SOLUTIONS LIMITED

Signature:

Name: _____

Title: _____

Date: _____

Customer

Signature:

Name: _____

Title: _____

Date: _____

Schedule 1 Subscription Fees

1. **SUBSCRIPTION FEES**
The Subscription Fees shall amount to the unit price (as stated in Table 1 below).
2. **ADDITIONAL SUBSCRIPTION FEES**
Additional Subscriptions may be purchased by the Customer in accordance with clause 3 at the unit price (as stated in Table 1 below).
3. **EXCESS DATA STORAGE FEES**
The Excess Data Storage Fee charged shall amount to the unit price (as stated in Table 1 below) of the disk space (in the quantity of 50GB per unit) where total data storage exceeds the total purchased by the Customer.

TABLE 1

DESCRIPTION	QUANTITY	UNIT PRICE
B10D infrastructure	Per user per month	£ 25
Terminal services	Per user per month	£ 4
Shared FW	Per Month	£ 1
SQL Backup (daily)	Per Month	£ 1
Traffic	50Gb/Month	£ 0
Additional Traffic	100Gb/month	£ 10
SSL-VPN	Per Month	£ 3
Office PRO	Per Month	£ 16
Office STD	Per Month	£ 12
Disk space	50gB/Month	£ 20

Schedule 2 Service Level Agreement

1. SUPPORT SERVICES

1.1 During the Term Asis shall provide support services in accordance with the Service Levels.

1.2 As part of the Services, Asis shall:

- (a) during the hours of 8:30 a.m. and 5:30 p.m. (GMT) Monday to Friday (excluding bank holidays) (**Support Hours**) provide help desk support by means of the following telephone number 01789 868628 and e-mail address support@asislimited.com;
- (b) use commercially best efforts to correct all issues notified to it via the help desk support service; and
- (c) provide technical support for the Services in accordance with the Service Levels.

SERVICE LEVEL GUARANTEE AND REMEDIES:

2. SUPPORT SERVICES

2.1 Where the Customer contacts Asis with a support request Asis shall:

- (a) prioritise all support requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) respond to all support requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Targeted Initial Reaction Time	Target Maximum Processing Time
Very High	A problem message or support case is categorized with the priority "very high" if the problem has very serious consequences for business transactions and urgent work cannot be performed. This is generally caused by the following circumstances: <ul style="list-style-type: none"> - absolute loss of a system - The problem message requires immediate processing because the malfunction may cause serious losses. 	60 minutes	8 hours
High	A problem message or support case is categorized with the priority "high" if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Software necessary in the actual situation. The problem message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.	4 business hours	2 business days
Medium	A problem message or support case is categorized with the priority "medium" if normal business transactions are affected. The problem is caused by incorrect or inoperable functions in the Software,	8 business hours	4 business days
Low	A problem message or support case is categorized with the priority "low" if the problem causes few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the Software that are not required daily, or which are rarely used.	16 business hours	8 business days

2.2 Definitions:

- (a) "Initial Reaction Time" shall mean:
 - (i) Asis will acknowledge the entry of a support case and give a qualified response to the Customer within the defined time;
 - (ii) At all other priorities the time is measured in business hours that fall in Asis' Support Hours
- (b) "Maximum Processing Time" shall mean that Asis shall provide a solution or a workaround within the specified time frame.

2.3 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the above Service Level response times.

2.4 Asis shall give the Customer regular updates of the nature and status of its efforts to correct any reported fault or issue.

3. SUPPORT SERVICE CREDITS

3.1 If Asis fails to Respond within the relevant Service Level response time, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Fault on submitting a written claim for such Service Credit:

Severity Level of Fault	Service Credit
Very High	An amount equal to 7.5% of the-then current monthly Subscription Fees for each occasion (not to exceed 3 occurrences) that Asis fails to respond within the appropriate Initial Reaction Time.
High	An amount equal to 5% of the-then current monthly Subscription Fees for each occasion (not to exceed 3 occurrences) that Asis fails to respond within the appropriate Initial Reaction Time.
Medium	An amount equal to 2.5% of the-then current monthly Subscription Fees for each occasion (not to exceed 3 occurrences) that Asis fails to respond to within the appropriate Initial Reaction Time.
Low	An amount equal to 1.0% of the-then current monthly Subscription Fees for each occasion (not to exceed 3 occurrences) that Asis fails to respond within the appropriate Initial Reaction Time.

4. SERVICE PERFORMANCE GUARANTEE

- 4.1 Subject to the provisions of the Agreement, Asis will use commercially best endeavours to ensure that the Services meet or exceed the following service level guarantee: Uptime of not less than 99.9% during each month throughout the Term (the "Service Level Guarantee"). The Service Level Guarantee will apply commencing the first day of the first complete month during the Term.
- 4.2 Uptime: "Uptime" means the total amount of time during a month, not including Planned Downtime and Force Majeure Downtime, that the Services are Available, measured as a percentage and calculated as follows:

$$\text{Uptime} = \frac{\text{Total Minutes} - \text{Total Downtime}}{\text{Total Minutes} - \text{Planned Downtime} - \text{Force Majeure Downtime} - \text{Asis Downtime}}$$

5. SERVICE PERFORMANCE SERVICE LEVEL CREDITS

5.1 Definitions: In this section of Schedule 2:

- (a) "Available" means the Services are not experiencing a service outage;
- (b) "Customer Downtime" means the total number of minutes during a month that the Services are not Available that are directly attributable to any changes to the Services requested by the Customer or as a result of any breach of this Agreement by the Customer or its Authorised Users.
- (c) "Force Majeure Downtime" means the total number of minutes during a month that the Services are not Available due to a force majeure event;
- (d) "Planned Downtime" means the total number of minutes during a month that the Services are not Available due to scheduled and emergency maintenance work performed by or on behalf of Asis, subject to the restrictions set forth in section 5.2(b);
- (e) "Total Downtime" means the total number of minutes in the month that the Services are not Available, including Customer Downtime, Planned Downtime and Force Majeure Downtime; and
- (f) "Total Minutes" means the total number of minutes in the month.

5.2 Other:

- (a) Minutes: For the purposes of measuring any of Force Majeure Downtime, Planned Downtime, and Total Downtime, a fraction of a minute that is less than a half minute will be rounded down and a fraction of a minute that is half a minute or greater will be rounded up.
- (b) Planned Downtime: Planned Downtime is limited to 240 minutes in each month and any additional minutes in a month during which the Services are not Available due to maintenance work performed by or on behalf of Asis will be considered part of Total Downtime.

5.3 Subject to the provisions of this Agreement, if Asis does not achieve Uptime of 99.9% during a month then Asis will provide the Customer with a credit calculated as set forth in section 5.4. Asis will apply the Service Level Credit to the next invoice issued by it for Subscription Fees payable by the Customer. Subject to section 6, a Service Level Credit is the Customer's sole and exclusive remedy, and Asis' entire responsibility and liability, if Asis does not achieve the Service Level Guarantee. Service Level Credits are not convertible to a cash refund or transferable to any other person. The Customer will not be entitled to a Service Level Credit if the Customer is in breach of its material obligations under this Agreement and such breach has resulted in the Service Level Credit being payable.

5.4 Calculation: A Service Level Credit will be a percentage of the applicable monthly Subscription Fees paid or payable by the Customer for the relevant month. The applicable percentage will vary depending upon the Uptime during the month, as set forth in the table below.

Calculation of Service Performance Service Level Credit	
Uptime during Month	Percentage of monthly Charges
less than 99.9% but greater than or equal to 99.8%	1.0 %
less than 99.8% but greater than or equal to 99.7%	2.5 %
less than 99.7%	5.0 %

6. GENERAL TERMS

- 6.1 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.
- 6.2 Service Credits shall be shown as a deduction from the amount due from the Customer to Asis in the next invoice then due to be issued under the Agreement, other than during the Initial Term when they will be payable within 45 days of invoice date.
- 6.3 To be entitled to a Service Credit the Customer must submit a claim, in the form of a Sales Invoice, to Asis outlining what level of Service Credit is payable. Such claim shall be deemed accepted, and a Service Credit due, should Asis not respond, in writing and with evidence, within 14 days of receipt of the Customer's notification. Should Asis claim that such a Service Credit is not payable (including supporting evidence) then the parties shall meet (via conference call) to attempt to negotiate, in good faith, a resolution to the dispute. Should a resolution not be reached within 28 days of Asis' response then the parties shall follow the dispute resolution procedure outlined in the Agreement.

Schedule 3 Software

1. **SOFTWARE**

The Software covered under this agreement is as stated in Table 1 below. The functional overview, if specified, will reference the document as stated in Table 1 below

TABLE 1

Software Name	Functional Overview	Functional Overview Location
SAP Business One	SBO_Solution_Detail	ASIS Website