

THIS AGREEMENT is dated on the date of the **Service Order**

PARTIES

- (1) **The Provider** of the Cloud Computing and Internet Services (the provider).
- (2) **Asis Solutions Limited** incorporated and registered in England and Wales with company number 07054492 whose registered office is at University of Warwick Enterprise Park, Wellesbourne, Warwick, CV35 9EF (**Asis**).

BACKGROUND

- (A) Asis is an SAP authorised partner and reseller.
- (B) The provider is a leading provider of hosting solutions for SAP Business One On Demand and is accredited by SAP so to do.
- (C) SAP has developed a new cloud computing software service called SAP Business One On Demand and has appointed the provider to be the host of SAP Business One On Demand.
- (D) Asis, as an authorised reseller of SAP Business One products, is selling Subscriptions to use SAP Business One On Demand and requires an agreement with the provider outlining the terms on which provider will provide hosting services to Asis and its customers.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.
Business Day: any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
Charges: the charges in respect of the Services set out in the Service Order.
Service Order: the Purchase Order to the provider for the Services
Confidential Information: has the meaning given in clause 12.1.
Effective Date: Service Order date
End User: a customer of Asis' signed up to use the Software.
Force Majeure Event: has the meaning given in clause 11.1.
Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.
SAP: SAP AG, together with any of its subsidiaries in any jurisdiction from time to time.
Service Levels: the service levels and key performance indicators (**KPI**) as set out in Schedule 1 .
Services: the hosting and related services to be provided pursuant to this agreement as described in the Service Order.
Software: the SAP Business One On Demand software suite to be hosted by the provider pursuant to this agreement.
Updates: the content provided to the provider by SAP and/or Asis from time to time for incorporation in the Software.
- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this agreement.
- 1.4 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being made under it.
- 1.7 References to **including** and **include(s)** shall be deemed to mean respectively including without limitation and include(s) without limitation.
- 1.8 References to **content** include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a visitor to that website.

2. SERVICES

The provider shall perform its obligations in accordance with the terms of this Agreement, including the Service Levels.

3. PROJECT MANAGEMENT

- 3.1 Each party shall appoint a project manager who shall:
 - (a) provide professional and prompt liaison with the other party; and
 - (b) have the necessary expertise and authority to commit the relevant party.
- 3.2 The project managers shall meet (via conference call) at least once every month to discuss the performance of the Services in accordance with the terms of this Agreement and any other matter agreed between the parties from time to time. Asis shall provide minutes of these meetings to the provider which shall be deemed to be an accurate record of such meetings if the provider raises no objection within seven days of receipt.

4. CHARGES AND PAYMENT

- 4.1 The provider shall issue invoices in respect of the Charges, and Asis shall pay to the provider the Charges correctly calculated in accordance with the Schedule of Charges published at the address <http://www.asissolutionslimited.com> and set out in the provider's invoice within 60 days of receipt of the provider's invoice, excluding any amount in respect of which there is a genuine dispute.
- 4.2 All Charges are exclusive of any VAT that may be payable.
- 4.3 The Charges are fixed for the Term and thereafter shall only be increased once per year (running from the anniversary of the Effective Date) by no more than 5% by prior notice to Asis in writing.

5. WARRANTIES

- 5.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 5.2 The provider shall perform the Services with all reasonable care and skill and in accordance with best industry practice.
- 5.3 The provider warrants that it has obtained, and will maintain and comply with throughout the Term, the Tier 4 standard of Telecommunications Infrastructure for Data Centers as published by the Telecommunications Industry Association from time to time.
- 5.4 The provider further warrants that:
 - (a) Any data transferred to, or stored by, it in the provision of the Services shall be encrypted in accordance with standard industry practice;
 - (b) Any data transferred to, or stored by, it in the provision of the Services shall be retrievable, on written notice from Asis, in a machine readable format;
- 5.5 The provider warrants that the hosting of the Software will be uninterrupted and free of errors and material defects. Asis warrants that, as of the date of signing this Agreement, it is an authorised partner and reseller of SAP's and, more specifically, it is an authorised partner and reseller of the Software.

6. LIMITATION OF REMEDIES AND LIABILITY

- 6.1 Nothing in this agreement shall operate to exclude or limit either party's liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (c) fraud;
 - (d) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors; or
 - (e) any other liability which cannot be excluded or limited under applicable law.
- 6.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 6.3 Save for clause 6.1 and (in respect of the provider), each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement, or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 1 years' Charges (at such level as in force at the time of a claim).

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The provider acknowledges that SAP holds and retains all Intellectual Property Rights in the Software and any Updates it provides, and warrants that SAP has granted the provider a licence to such Intellectual Property Rights to the extent required to perform its obligations pursuant to this agreement.
- 7.2 The provider acknowledges that Asis retains all Intellectual Property Rights in any Updates it provides, and grants the provider a licence to such Intellectual Property Rights to the extent required to perform its obligations pursuant to this agreement.

8. SOFTWARE UPDATES

- 8.1 The provider shall update the Software with Updates provided from time to time by Asis within 7 days of receiving such updates or Updates.
- 8.2 Asis acknowledges that the provider has no control over any content placed in the Software by End Users and does not purport to monitor the content in the Software. The provider may remove content from the Software where it reasonably suspects such content infringes any applicable laws, regulations or third party rights (such as material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**), provided that the provider notifies SAP and Asis immediately if it suspects or becomes aware of any allegation that content in the Software may be Inappropriate Content and gives SAP and Asis a reasonable opportunity to amend it.
- 8.3 The Provider shall immediately comply with any written request by SAP or Asis to remove any content from the Software or to prevent any person from gaining access to the Site.

9. DATA PROTECTION

- 9.1 In this clause 9, **Personal Data** has the meaning given in the Data Protection Act 1998.
- 9.2 The provider warrants that to the extent it processes any Personal Data on behalf of Asis:
- (a) it shall act only on instructions from Asis; and
 - (b) 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.
- 9.3 The provider shall treat any Personal Data or other data submitted to the Site as Confidential Information belonging to Asis.
- 9.4 The provider shall notify Asis immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the personal data;
- 9.5 The provider warrants that:
- (a) it will process any Personal Data in compliance with EU Directive 95/46/EC (the Data Protection Directive); and
 - (b) 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.

10. TERM AND TERMINATION

- 10.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination pursuant to this clause 10) terminate automatically on [third] anniversary of the Effective Date (**Term**), unless Asis elects to extend the term of this agreement by a further year (**Renewal Terms**).
- 10.2 Either party may terminate this agreement immediately at any time by written notice to the other party if:
- (a) that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 14 days after the service of written notice specifying the breach and requiring it to be remedied; or
 - (b) that other party:
 - (i) ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement); or
 - (ii) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
 - (iii) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or
 - (iv) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
 - (v) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction); or
 - (c) that other party has been subject to a Force Majeure Event for a continuous period of more than 90 days.
- 10.3 On expiry or termination of this agreement:
- (a) all licences granted to the provider by Asis under this agreement shall terminate immediately;
 - (b) The provider shall promptly provide to Asis an electronic copy of the Software (including all content on on the Software provided by Asis or its End Users);
 - (c) The provider shall provide all such assistance as is requested by Asis to, so far as possible, seamlessly transfer the hosting of the Software to Asis or another service provider, subject to payment of the provider's expenses reasonably incurred; and
 - (d) all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

11. FORCE MAJEURE

- 11.1 The definition in this clause applies in this agreement.
- Force Majeure Event:** any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).
- 11.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

12. CONFIDENTIALITY

- 12.1 The definition in this clause applies in this agreement.
- Confidential Information:** all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:
- (a) identified as confidential at the time of disclosure; or
 - (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- 12.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 12.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 12.4 The obligations set out in this clause 12 shall not apply to Confidential Information that the receiving party can demonstrate:
- (a) is or has become publicly known other than through breach of this clause 12; or
 - (b) was in the possession of the receiving party prior to disclosure by the other party; or
 - (c) was received by the receiving party from an independent third party who has full right of disclosure; or
 - (d) was independently developed by the receiving party; or
 - (e) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.
- 12.5 The obligations of confidentiality in this clause 12 shall not be affected by the expiry or termination of this agreement.

13. AUDIT

Asis has the right to audit the provider compliance with this agreement on giving seven days written notice to the provider. At Asis' option, this audit may cover documents only or may include onsite audit, subject to notifying the provider of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

14. NOTICES

14.1 A notice given under this agreement:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address, fax number or e-mail address given in this clause 14 (or such other person, address, fax number or e-mail address as the receiving party may have notified to the other, such notice to take effect five days from the notice being received); and
- (c) shall be:
 - (i) delivered personally; or
 - (ii) sent by fax or e-mail; or
 - (iii) sent by pre-paid first-class post, recorded delivery or registered post; or
 - (iv) (if the notice is to be served or post outside the country from which it is sent) sent by registered airmail.

14.2 The addresses for service of notice are:

- (a) for Asis:
Address: University of Warwick Enterprise Park, Wellesbourne, Warwick, CV35 9EF:
For the attention of: The Chief Executive Officer
- (b) for the provider:
Address: the provider's address on the Service Order
For the attention of: The Chief Executive Officer

14.3 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of fax or e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day; or
- (c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
- (d) in the case of registered airmail, five days from the date of posting; or
- (e) if deemed receipt under the previous paragraphs of this clause 14.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

14.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the correct fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

15. PUBLICITY

Neither party may make any media releases, public announcements and public disclosures relating to this agreement or its subject matter, including promotional or marketing material.

16. ASSIGNMENT

The provider may not assign or transfer any of its rights or obligations under this agreement without the prior agreement of Asis. Asis may assign or transfer any of its rights or obligations under this agreement, provided it gives prior written notice to the provider.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

18. THIRD PARTY RIGHTS

18.1 Subject to clause 18.2, 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.

18.2 Clause 7.1 is also intended to benefit SAP.

18.3 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.

19. VARIATION AND WAIVER

19.1 A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.

19.2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

19.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights 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. GOVERNING LAW AND JURISDICTION

21.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

21.2 The mediation will start not later than 10 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

21.3 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

21.4 Subject to clause 21.1 the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date of the Service Order.

Schedule 1 Service Level Agreement

1. SUPPORT SERVICES

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

1.2 As part of the Services, the provider shall:

- (a) during the hours of 08:30 and 17:30 (GMT) Monday to Friday (**Support Hours**) provide help desk support by means of the provider's designated support line telephone number and associated e-mail address];
- (b) use commercially reasonable 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 Asis contacts the provider with a support request the provider 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 | Service Level response and response time |
|-------------------------|--|---|
| 1 | Business Critical Failures: An error in, or failure of, the Services that: b) prevents necessary work from being done; or c) disables major functions of the Software from being performed. | Level 1 Response: Acknowledgment of receipt of a support request within 3 hours (during Support Hours). Level 2 Response: The provider shall: a) restore the Services to a state that allows Asis and its End Users to continue to use all functions of the Software in all material respects within 5 hours after the Level 1 Response time has elapsed; and b) use all reasonable efforts to restore full functionality of the Services as soon as possible. |
| 2 | System Defect with Workaround: a) a critical error in the Services for which a work-around exists; or b) a non-critical error in the Services that affects the operation of the Services and/or Software but not significantly or materially. | Level 1 Response: Acknowledgment of receipt of a support request within 12 hours (during Support Hours). Level 2 Response: The provider shall, within 2 Business Days after the Level 1 Response time has elapsed, provide: a) an emergency Service fix or workaround, or; and b) temporary release or update release, which allows Asis and its End Users to continue to use all functions of the Service in all material respects. Level 3 Response: The provider shall provide a permanent correction as soon as practicable and no later than 10 business days after the provider's receipt of the support request. |
| 3 | Minor Error: An isolated or minor error in the Services that: a) does not significantly affect Service functionality; or b) may disable only certain non-essential functions. | Level 1 Response: Acknowledgment of receipt of the support request within 24 hours (during Support Hours). Level 2 Response: The provider shall provide a permanent correction within 15 business days after the Level 1 Response time has elapsed. |

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

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

3. SUPPORT SERVICE CREDITS

3.1 If the provider fails to Respond within the relevant Service Level response time, Asis 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 |
|-------------------------|--|
| 1 | An amount equal to 5% of the-then current monthly Charges for each occurrence (not to exceed 3 occurrences) that the provider fails to provide a solution. |
| 2 | An amount equal to 2.5% of the-then current monthly Charges for each occurrence (not to exceed 3 occurrences) that provider fails to provide a solution. |
| 3 | An amount equal to 1.0% of the-then current monthly Charges for each occurrence (not to exceed 3 occurrences) that provider fails to provide a solution. |

4. SERVICE PERFORMANCE GUARANTEE

- 4.1 Subject to the provisions of the Agreement, the provider will its best endeavours to ensure that the Services meet or exceed the following service level guarantee: Uptime of not less than 99.99% 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) "Asis 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 Asis.
 - (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 us, 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 the provider will be considered part of Total Downtime.
- 5.3 Subject to the provisions of this Agreement, if the provider does not achieve Uptime of 99.99% during a month then the provider will provide Asis with a credit (a "Service Level Credit") calculated as set forth in section 5.3. The provider will apply the Service Level Credit to the next invoice issued by The provider for Charges payable by Asis. Calculation: A Service Level Credit will be a percentage of the applicable monthly Charges paid or payable by Asis 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 99.99% but greater than or equal to 99.9% | 5 % |
| less than 99.9% but greater than or equal to 99.8% | 10 % |
| less than 99.8% | 15 % |

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 Asis and not a penalty.
- 6.2 Termination for Chronic Failure: If Asis receives a Service Level Credit pursuant to paragraphs 3 and 5 of this Schedule in respect of any three (3) months during a rolling 12 month period, then Asis may at its option terminate the Agreement by giving thirty (30) days' notice of termination to the provider, provided that the termination notice is delivered not less than thirty (30) days after the last of the three (3) consecutive months in respect of which Asis receives a Service Level Credit.
- 6.3 Service Credits shall be shown as a deduction from the amount due from Asis to the provider in the next invoice then due to be issued under the Agreement.
- 6.4 To be entitled to a Service Credit Asis must submit a claim, in writing, to the provider outlining what level of Service Credit is payable. Such claim shall be deemed accepted, and a Service Credit due, should the provider not respond, in writing and with evidence, within 7 days of receipt of Asis' notification. Should the provider 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 14 days of the providers' response then the parties shall follow the dispute resolution procedure outlined in the Agreement.