Vision ERP Limited

Terms and Conditions



Prepared By	Dave Elbro
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Agreement for Unit4 ERP Managed Application Support and Consultancy

This agreement is made on *[Date of agreement]*

Between:

Vision ERP Limited (Company House Registration - 10125572) whose registered office is at Deansgate 62-70 Tettenhall Road, Wolverhampton, West Midlands, WV1 4TH ("Vision ERP"); and

[*Company Name*] (Company House Registration - [*00000000*] whose registered office is at [ ]("The Customer")

It is hereby agreed that the parties have entered into an agreement on the terms and conditions contained in the document named "Vision ERP Terms and Conditions" attached hereto, together with any Schedules thereto ("the Agreement").

In witness, whereof this Agreement has been entered into on the day and year first before written.

Signed by: _____ Date: _____

Position Held: _____

For and on behalf of the Customer

Signed by: _____ Date: _____

Position Held: _____

Vision ERP Terms and Conditions

1 Definitions

In this Agreement:

“Assumptions”	means the pricing assumptions set out in SCHEDULE F.
“Change Control Procedure”	means the procedure set out in Clause 13.
"Effective Date"	means the date stated in SCHEDULE A.
“Intellectual Property”	means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyrights, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.
“Off-Site Services”	means Services delivered from the Services Site.
“On-Site Services”	means Services delivered at the Operations Site.
“Operations Site”	means the Customer’s offices as stated in SCHEDULE A.
“Service Charges”	means the charges for the Services to be paid to Vision ERP by the Customer under this Agreement. “Services” means the activities to be carried out by Vision ERP in accordance with this Agreement generally and SCHEDULE D specifically.
“Services Site”	means Vision ERP’s office at *Deansgate 62-70 Tettenhall Road, Wolverhampton, West Midlands, WV1 4TH* or such other site as Vision ERP may designate from time to time including consultants residential address.
“Software”	means all the Customer’s application software listed in SCHEDULE B, together with any further Customer software which is added to SCHEDULE B by written agreement of the parties from time to time in accordance with this Agreement all as amended, developed or enhanced from time to time.
“Software Owner”	means Unit4 together with its holding, subsidiary, associated and affiliated companies wheresoever situated.

2 Services

2.1 In consideration of the payment of the Service Charges defined in SCHEDULE C and the observance of the other terms and conditions of this Agreement by the Customer, Vision ERP shall provide the Services to the Customer for the User Population from the Effective Date.

2.2 Any mutually agreed alterations or updates will be applied in accordance with the change control procedures specified in Clause 13 ("Change Control Procedure") where applicable.

2.3 Vision ERP shall consider any reasonable requests made by the Customer for improvements to the way the Services are performed and/or the nature and content of the Services. Any agreed improvements or changes shall be implemented in accordance with the Change Control Procedure and may result in changes to the Service Charges, delivery timescales and/or the scope of the Services.

2.4 Off-Site Services will be routinely provided from Monday to Friday (excluding Bank Holidays) between the hours of 9.00 a.m. and 5.30 p.m. London time in accordance with this Agreement or as agreed in advance in writing.

2.5 On-Site Services will be routinely provided from Monday to Friday (excluding Bank Holidays) during hours that in the opinion of Vision ERP are reasonable and in any event between the hours of 9.00 a.m. and 5.00 p.m. local time and have been mutually agreed in advance (such agreement not to be unreasonably withheld or delayed by Vision ERP).

2.6 No Services will be provided outside the hours set out in Clauses 2.4 and 2.5 unless requested by the Customer and agreed by Vision ERP in writing. Vision ERP will use reasonable endeavours to accommodate requests for out-of-hours Services, however such Services are subject to consultant availability and the additional charges set out in Schedule C.

2.7 Vision ERP shall provide the Services in a timely and professional manner and shall use reasonable endeavours to meet any timescales that are agreed in writing between the parties. The Customer acknowledges that Vision ERP provides services to multiple clients and Vision ERP shall determine the order in which it schedules and prioritises its work, acting reasonably and in good faith.

2.8 The Services shall be provided on the basis of the Assumptions in Schedule F and the Customer shall fulfil its obligations described therein.

2.9 The Customer shall provide Vision ERP with timely access to relevant personnel, systems, information and approvals reasonably required for the performance of the Services. Vision ERP shall not be responsible for any delay or failure to perform the Services to the extent caused by the Customer's failure to meet its obligations under this Agreement, and any resulting additional effort or rescheduling may be chargeable in accordance with the Service Charges and/or the Change Control Procedure.

3 Computer Equipment

3.1 With effect from the Effective Date the Customer shall afford Vision ERP and its employees and representative's access to and full use of all the Customer's equipment necessary for the purposes of performing the Services. Where this or any other provision of this Agreement necessitates Vision ERP staff working at the Operations Site Vision ERP shall ensure that its staff follow all internal rules of the Customer in connection with visitors and shall organise their presence on site in order to minimise disruption to the Customer's business where possible.

4 Payment

4.1 Vision ERP shall invoice the Customer monthly in arrears for the Services delivered during that month, unless otherwise agreed in writing between the parties. Where On-Site Services are delivered, Vision ERP may invoice for such Services on completion of each day on site if agreed in advance with the Customer.

4.2 The Customer undertakes to settle each Vision ERP invoice within thirty (30) calendar days of the invoice date.

4.3 The Customer shall pay any Value Added Tax (or similar substituted tax) chargeable upon any sums payable by the Customer under this Agreement.

4.4 In the event that any amount owed by the Customer to Vision ERP is not paid on or before the date such amount is due Vision ERP shall be entitled at its discretion to:

4.4.1 charge interest on the overdue amount from the due date until the date of payment at a rate of three (3) per cent per annum above the Bank of England base rate from time to time; and/or

4.4.2 suspend the provision of Services until payment is received.

5 Confidentiality and Employees

5.1 Both parties hereby acknowledge that under the terms of this Agreement confidential information may be disclosed to the other party. Both parties undertake to keep confidential all information provided or otherwise received from the other party under this Agreement ("the Information") and shall not disclose the same to any third parties- without the prior written consent of the disclosing party. All Information will be deemed confidential whether or not marked as such. Information will be returned to the disclosing party upon demand or at the disclosing party's discretion the receiving party shall destroy all copies of Information in its possession (including copies held upon computer hardware). The Information of the disclosing party does not, however, include any information which:

5.1.1 is known to the receiving party, under no obligation of confidence, at the time of disclosure by the disclosing party; or

5.1.2 is or becomes publicly known through no wrongful act of the receiving party; or

5.1.3 is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the disclosing party; or

5.1.4 is independently developed by the receiving party.

5.2 The party receiving the Information shall be liable for any direct losses suffered by the disclosing party arising from a breach of this Clause 5 by the receiving party or by any person to whom it discloses Information, subject always to the limitations of liability set out in Clause 8.

5.3 The party receiving the Information shall promptly notify the disclosing party if it becomes aware of any breach of confidence by itself or any person to whom the receiving party discloses all or any part of the Information and shall give the disclosing party all reasonable assistance in connection with any proceedings which that disclosing party may institute against such person for breach of confidence.

5.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

5.5 Neither party shall from the Effective Date until twelve (12) months after termination of this Agreement solicit for employment any employee of the other party who was directly involved in the provision or receipt of the Services, unless agreed in advance in writing by both parties (such agreement not to be unreasonably withheld or delayed).

5.6 Each party shall comply with its respective obligations under applicable data protection law, including the UK GDPR and the Data Protection Act 2018. Where Vision ERP processes personal data on behalf of the Customer in connection with the Services, the parties shall agree appropriate data processing terms, which may be set out in a separate data processing agreement or schedule.

6 Term and Termination

Rates and Pricing Validity: The day rates set out in Schedule C shall remain valid for a period of 180 days from the Effective Date or until go-live (whichever is later). Following this period, Vision ERP may review and revise day rates on not less than thirty (30) calendar days' written notice.

6.1 Upon expiry of this date, Vision ERP have the right to re quote for any days originally quoted and not yet taken or paid for. Either party may terminate this Agreement forthwith on giving notice in writing to the other party if the other party commits any material breach of any term of this Agreement and, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 45 days after the receipt of a request in writing from the non-defaulting party to do so; or

6.1.1 shall convene any meeting of creditors or pass a resolution for winding up or fail to promptly discharge a petition for winding up; or

6.1.2 shall have an administrative receiver or receiver appointed over the whole or part of its assets or suffer the appointment of an administrator; or

6.1.3 being an individual commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors.

6.2 On termination of this Agreement both parties shall immediately cease to use the other party's Intellectual Property. Either party may require the other party to return to the first party within seven days of the date of termination the first party's Intellectual Property and that first party shall be entitled to require the other party to certify in writing through a director or other officer of the company within thirty (30) calendar days of termination that the obligations imposed by this Clause have been complied with. Each party agrees that it will not at any time copy, recreate or attempt to recreate the other's Intellectual Property.

6.3 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination.

6.4 Either party may terminate this Agreement for convenience by giving the other party not less than thirty (30) calendar days' written notice. The Customer shall pay Vision ERP for all Services properly performed up to the effective date of termination and for any non-cancellable committed costs incurred by Vision ERP with the Customer's prior written approval.

7 Warranty

7.1 Vision ERP warrants that in providing the Services it will use all reasonable care and skill, will strive to achieve standards of care and skill currently available in the computer services industry, which would be expected of Vision ERP under this Agreement and that it shall have available sufficient employees and sub-contractors to provide the Services and that all personnel and sub-contractors will have qualifications and experience appropriate for the tasks to which they are allocated.

7.2 Vision ERP shall, and shall ensure that its agents and sub-contractors take all reasonable precautions to ensure that no viruses for which detection and antidote software is generally available are coded or introduced into the Customer's software by Vision ERP when Vision ERP is supplying the Services but this shall not absolve the Customer from its responsibility to check all software for viruses on installation and thereafter from time to time in accordance with accepted industry standards and good security.

7.3 In the event that Vision ERP identifies a computer virus on the Customer's system it shall immediately notify the Customer.

8 Liability

8.1 Notwithstanding anything else contained in this Agreement, Vision ERP shall not be liable to the Customer for any indirect or consequential loss, damage, cost or expense of any kind, whether arising from tort (including negligence), breach of contract or howsoever, including without limitation loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings.

8.2 Vision ERP accepts liability to the extent that it results from the negligence of itself and its employees for:

8.2.1 death or personal injury without limit, and

8.2.2 physical damage to or loss of the Customer's tangible property up to the amount of £500,000 in respect of each incident or series of connected incidents.

8.3 In relation to claims in any other case not falling within Clause 8.2 above, Vision ERP's total aggregate liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement shall not exceed 100% of the total Service Charges paid and payable in the twelve (12) months immediately preceding the event giving rise to the claim.

8.4 The Customer acknowledges that it has been entitled to negotiate the amount of any limit on Vision ERP's liability under this Agreement and has elected (unless other limits are agreed by Vision ERP in the Schedules hereto) to accept the limitations in this Clause.

8.5 Vision ERP shall during the term of this Agreement maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £1,000,000 (one million pounds) and with an insurance company of repute. Vision ERP shall on request supply copies of relevant certificates of insurance to Customer as evidence that such policies remain in force

9 Assignment

9.1 Neither party may assign or sub-contract any of its rights or obligations hereunder without the written consent of the other, which shall not be unreasonably withheld or delayed.

10 Force Majeure

10.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable.

11 General

11.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate by notice given in accordance with this Clause. Any such notice may be delivered personally, by first class pre-paid letter, or by e-mail and shall be deemed to have been received: -

11.1.1 by hand delivery - at the time of delivery,

11.1.2 by first class post in the United Kingdom - 48 hours after the time of mailing, or

11.1.3 by email – at the time of transmission, provided that no delivery failure notification is received by the sender.

11.2 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

11.3 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in writing.

11.4 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Customer issued in connection with this Agreement shall not apply unless expressly accepted in writing by Vision ERP.

12 Dispute Resolution

12.1 If any dispute arises out of this Agreement the parties will attempt to settle it by negotiation ("Negotiation") at a meeting at executive level within fourteen (14) calendar days of the dispute arising.

12.2 If within twenty-eight days after the executive meeting in Clause 12.1 an attempt to settle by negotiation no such settlement has taken place, then the dispute shall be referred to and finally resolved by litigation and the parties submit themselves to the exclusive jurisdiction of the English Court.

12.3 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by Negotiation and that Negotiation has terminated.

12.4 This Agreement shall be governed by English Law which will apply to all dispute proceedings.

13 Change Control Procedure

13.1 If the Customer wishes to change the level or content of the Services in any way, then it shall submit a proposal to Vision ERP in writing containing full details thereof ("the Proposal"). Vision ERP shall consider such Proposal and, provided it is reasonable to do so and the Customer can justify its recommendations, shall accept (with or without modifications) or reject the Proposal -and shall notify the Customer accordingly. Vision ERP shall not unreasonably withhold or delay its agreement to any Proposal. Any reasonable modifications by Vision ERP to the Proposal or any resultant changes in the Service Charges shall be communicated to the Customer and, once accepted by the Customer shall take effect as if part of this Agreement.

13.2 If Vision ERP wishes to change the level or content of the Services in any way, then it shall submit a proposal to the Customer in writing containing full details thereof ("the Proposal"). The Customer shall consider such Proposal and, provided it is reasonable to do so, shall accept (with or without modifications) or reject the Proposal and shall notify Vision ERP accordingly. The Customer shall not unreasonably withhold or delay its agreement to any Proposal. Any reasonable modifications by the Customer to the Proposal shall be communicated to Vision ERP and, if accepted by Vision ERP, then the Proposal as amended shall take effect as if part of this Agreement. If such modifications are not accepted by Vision ERP, then it shall notify the Customer, who will decide in a timely fashion whether it accepts the Proposal as unmodified.

13.3 If the Customer does not accept Vision ERP's proposed changes to the Service Charges under Clause 13.1, or either party rejects the other party's Proposal, then this Agreement shall remain in full force and effect, and the Proposal shall not form part of this Agreement. Where the failure to agree a Proposal causes substantial operational difficulties for either party in continuing to provide or receive the Services, either party may terminate this Agreement by giving not less than thirty (30) calendar days' written notice.

13.4 If the Customer wishes to upgrade from the version it is currently using to any new version or upgrade to the Software which is substantially different to the version currently being used by the Customer then before implementing this these changes control procedures shall be applied in respect thereof and this shall be regarded for these purposes as a change in the level or content of the Services.

SCHEDULE A

1. Effective Date:

2. Operations Site:

SCHEDULE B

Customer Application Software

1 Specification of software

Unit4 ERP

2 Bespoke software developed by or approved by Vision ERP.

XXX

3 Customer's software

XXX

4 Third party software

XXX

SCHEDULE C

1 Service Charges

1.1 All Services (as described in Schedule D) provided within the hours defined in Clause 2.4 and 2.5 of this Agreement will be charged at the following rate:

Workshop - £x per resource-day where a resource-day shall be seven hours;

Consultancy - £x per resource-day where a resource-day shall be seven hours;

Project Management - £x per resource-day where a resource-day shall be seven hours.

1.2 The rates set out above will continue from the Effective Date for a period of 180 days or until go live, whichever is later.

1.3 The estimate for consultancy Services is on a time and materials basis.

1.4 Services will be billed within the month used. Payment terms are set at 30 (thirty) calendar days.

1.5 Estimates of consultancy days required are based on the project duration stated, any extension to this may cause a change in the Services required.

1.6 The number of day's workshops and number of days for build are dependent on the amount of change required, functionality to be covered, and the ability of the Customer's team to turnaround decisions quickly and the availability and commitment of resources within the customers project team. If extra days are required, they would be subject to the Change Control Procedure.

1.7 Day rates are quoted based on the level of the consultant and not the work being carried out. Therefore if a senior consultant is asked to carry out build work by the Customer, the senior rate will still apply.

1.8 For Services provided at other times other than those defined in Clause 2.4 and 2.5 of the Agreement, the following increments will be applied to the man day rate or hours booked:

Weekdays:	18:00 until midnight	One and a half times (1.5x)
	Midnight until 08:00	Two times (2x)
	Call out charge	£50
Saturdays:	08:00 until midnight	One and a half times (1.5x)
	Midnight until 08:00	Two times (2x)
	Call out charge	£75
Sundays and Bank Holidays	08:00 until midnight	Two times (2x)
	Midnight until 08:00	Three times (3x)
	Call out charge	£100

1.9 Vision ERP travel expenses incurred, as a result of providing On-Site Services in the UK, will be charged at a rate of £150 per day for all UK locations (excluding any flights)

1.10 Vision ERP telephone charges incurred, as a result of providing Off-Site Services, will be charged at cost. For the avoidance of doubt, where a Virtual Private Network ("VPN") is used, a fixed monthly access fee of £15 is payable but there will be no further charges for data communication using VPN access.

1.11 All other expenses will be charged at cost. No other expense will be incurred by Vision ERP without prior authorisation by the Customer.

1.12 All third party charges that arise during the term of this Agreement (whether incurred at the request of Vision ERP or otherwise) that are related to the provision by such parties of the Services will be paid directly by the Customer. Such charges will not be incurred by Vision ERP unless following discussion and agreement in writing between the Customer and Vision ERP to establish a cost benefit case.

1.13 All charges defined here exclude VAT, which will also be payable by the Customer.

SCHEDULE D

Services

1 Services to be provided

Day Type	Day Rate	Number of Days	Cost
Project Management	£X	X	£X
Senior Consultancy	£X	X	£X
Totals		**X**	**£X**

2 Cancellation at short notice

If the Customer and Vision ERP have agreed specific dates for delivery of Services and for any reason the Customer cancels or defers the arrangements or the Services cannot for any reason be provided by Vision ERP due to the Customer's actions or failure to act (including but not limited to the Customer failing to meet the pre-requisites specified by Vision ERP) the Customer agrees to pay:

2.1 50% of the relevant fee if the cancellation/deferment takes place within seven (7) working days prior to the date of delivery of the Services and 100% of the fee if the cancellation/deferment (including non-provision of the Services) takes place within three (3) working days prior to the date of delivery of the Services (in the event of deferment/cancellation/non-provision of the Services due to the acts or omissions of the Customer, then Vision ERP will use all reasonable endeavours to redeploy the Personnel affected and will only charge this fee if it is unable to redeploy such Personnel on other chargeable work); and

2.2 any costs which Vision ERP incurs because of the cancellation, for example, travel or accommodation costs.

SCHEDULE E

Authority for Out of Hours Work

Customer's employees with Approval Authority to sanction work outside the hours specified in Clauses 2.4 and 2.5 of this Agreement are:

[ ]

Authority for Application Maintenance

Customer's employees with Approval Authority to sanction application maintenance work are:

[ ]

Support Call Logging Nominee

Customer's users responsible for contacting, reporting and progressing support calls are:

[ ]

Billing

Customer point of contact for billing and billing queries

Name:

Position:

Email:

Telephone number:

Address:

SCHEDULE F

Assumptions

1 Governance and Resources

1.1 The Customer will establish a Project Team to work on the project. The Project Team will be responsible for collating the existing data to be migrated to the new system and carrying out any other project tasks identified in the baseline project plan, with appropriate assistance from Vision ERP consultants.

1.2 The plan is only achievable if the Customer resources are made available in a timely manner in line with the project plan. Vision ERP will have access to all appropriate project personnel and necessary project based decisions will be provided in a timely manner.

1.3 Vision ERP will be able to contact and converse with an appropriate member of the Customer staff should additional information or access become necessary.

1.4 The Customer is responsible for providing an appropriate governance structure to ensure the Implementation Project delivers the objectives as agreed.

1.5 The Customer provides a full-time project manager.

1.6 The Customer will establish a Project Office / area that will be available for the duration of the project and will house the key project team and Vision ERP consultants when on-site.

1.7 Project Documentation is owned and is the responsibility of the Customer. The Customer will provide appropriate project administrative support to ensure information is captured and collated from workshops and any follow up clarification activity (this will include a note taker at all workshops if Vision ERP have not proposed a scribe service). The Customer will provide an appropriate project structure for storing all documentation with appropriate access for all project team members.

1.8 The project activity will be based in in the UK which will be the primary locations for all Project work (working in alternative locations will be by mutual agreement and may be subject to additional charges). English will be the working language for all project team members.

1.9 Change management, end user training and/or end user engagement including the production of materials will be the responsibility of the Customer (unless a separate quotation has been supplied by Vision ERP).

1.10 The Customer is responsible for the production of any documentation relating to procedure and control manuals unless Vision ERP has been contracted to produce this documentation. Vision ERP

will provide advice and assistance as agreed between the Vision ERP Project Manager and the Customer Project Manager.

1.11 The Customer is responsible for any delays that result from issues arising that are outside the scope of the Vision ERP proposal

2 Methodology

2.1 Vision ERP is providing services to advise and assist the Customer; the overall Assisted Implementation Project remains the responsibility of the Customer.

2.2 Workshop requirements gathering is the responsibility of the customer, the design of the solution will be based on the information provided in the workshops, subsequent clarification and captured in the relevant documentation. Changes to the design following sign off will be subject to the agreed change control process.

2.3 Vision ERP will work jointly with the Customer in the definition phase and therefore, validate the key components of the solution design prior to commencement of the full solution build. The responsibilities for solution build remains solely with the Customer.

2.4 The Customer decision makers and process owners should be available in a timely manner to clarify any design and build issues that arise during the design and build phase. Vision ERP will provide support throughout this process in accordance with our agreed scope and project schedule.

2.5 Training delivery by Vision ERP will be Standard 'out of the box' functional project team training i.e. super user training. The customer will be responsible for the end user training and documentation (unless a separate quotation has been provided by Vision ERP).

2.6 Report Development is not included. Vision ERP will provide, advice and guidance on the use of standard Software Owner tools. A separate quotation can be supplied for this if required.

2.7 Work can be carried out by Vision ERP employees both on site and via remote connections.

2.8 Review Gateways are signed off and agreed before the next stage is commenced.

2.9 Knowledge transfer on any part of the configured solution will be assumed to have been completed at stage sign off. Any additional training or support will be subject to change control.

2.10 The Customer will need to carry out extensive testing (PTT/IST/UAT) to prove the solution. The development of appropriate test scripts to facilitate PTT, IST and UAT will be the responsibility of the Customer. Vision ERP will support the testing. Testers will be fully trained by the Customer project team prior to commencing testing. Vision ERP can supply a separate quotation to help with these tasks.

2.11 Changes to previously defined and agreed key business processes and rules should not occur after the Solution Design stages of the project are complete except where necessary to address changes

in statutory or audit requirements. The Customer and Vision ERP agree that upon finalisation of the Solution Design stages, where changes are agreed to be made, impacts and variations to this PID document and to the project schedule will be assessed and (where such changes impact the Project Budget and schedule) relevant Change Control documents/procedures are required to be completed. All proposed changes to business processes and rules will be referred to the project team for an impact statement. Changes will only be implemented by signing the Change Control Note (CCN) and agreed by Vision ERP and the Customer Project Sponsors, under direction of both project managers.

2.12 Data is required to complete the configuration of the Software solution. Timely delivery of the validated and mapped source data (to Software Owner's configuration) is required for the Project team to complete their task. If data (of the required content or quality) is not supplied in a timely manner then this will lead to project delivery delays.

3 Technical

3.1 Vision ERP consultants will have the necessary network access to be able to use their laptops to carry out tasks required. Or alternatively access to a similarly enabled Customer work station for the same purpose.

3.2 Significant system unavailability may result in the extension of proposed timescales, either real or elapsed and which may lead to additional cost.

3.3 Data migration is the sole responsibility of the Customer. Vision ERP will provide advice and guidance on the use of standard Software Owner published tools. An additional service of technical support can be purchased from Vision ERP if required.

3.4 It is assumed that standard Software upload tools or web services will be used for any interfaces and data migrations (unless otherwise stated) and that the Customer project team will develop and test. If additional tools are required, a specification will need to be drawn up and agreed subject to the change control process.

3.5 Integration Development is not included. Vision ERP will provide, advice and guidance on the use of standard Software tools.

3.6 It is assumed that no dress rehearsal, disaster recover activity, or stress testing (other than metrics evaluation) will be undertaken by Vision ERP. This is the responsibility of the Customer.

3.7 The Customer will be responsible for the provision of all DBA and systems infrastructure management services including backup activities and procedures of the Software database. An additional service of technical support can be purchased from Vision ERP if required.

3.8 The Customer will be responsible for the desktop configuration of smart client and self-service client access to Software on their network and ensuring that printing and other device/system interoperability is in place to facilitate the smooth operation of the Software application.

3.9 No Vision ERP customisation or bespoke requirements have been identified to date. If any customisation is required then this will be subject to change control and budget approval.

3.10 The Customer will advise of any specific data handling or security procedures which should be adhered to

4 Additional technical assumptions for On Premise

4.1 The Customer will ensure the platform for all customer hosted environments is suitably resourced to the software supplier specification and configured correctly. Where the customer is not the host, the respective hosting provider will hold this responsibility.

4.2 All services are based upon using three environments; production, development and testing.

4.3 Hardware will need to be sized and prepared, prior to software installation based on requirements that will be outlined prior to or at the Technical Kick Off meeting.