



Asprey Agreement Hosting & Annual Support

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This agreement is dated

2026

Parties

- (1) **ASPREY MANAGEMENT SOLUTIONS LIMITED** incorporated and registered in England and Wales with company number 04482788 whose registered office is at King's Lynn Innovation Centre, 1 Innovation Drive, King's Lynn, Norfolk, PE30 5BY (**Supplier**)
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Customer**)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Access Credentials: the usernames, passwords and other credentials enabling access to the Hosted Services.

Agreed Project Plan: the project plan produced by the Supplier and as amended from the Supplier from time to time, to include amendments to the proposed timeframes,

Annual Rental Fee: the fees payable to the Supplier, as described in 0.

Annual Rental Fee Payment Dates: the Project Start Date and each anniversary of the Project Start Date.

Annual Rental Services: the services that the Supplier provides to allow Authorised Users to access and use the Software, including hosting set-up and ongoing services, as described in Schedule 2 (**Hosting Services**) and any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Software and Hosting Services, as well as any other support services provided to the Customer under this agreement, all as described in Schedule 4.

Authorised Users: those employees and independent contractors of the Customer who are entitled to use the Software through the Hosting Services under this agreement, as further described in clause 2.2(a).

Business Day: any day which is not a Saturday, Sunday or public holiday in England.

Confidential Information: any information disclosed by or on behalf of the Customer to the Supplier at any time before the termination of this agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (a) was marked or described as "confidential"; or
- (b) should have been reasonably understood by the Supplier to be confidential.



Consultancy Agreement: the consultancy agreement between the Supplier and the Customer dated the same date as this agreement.

Current Release: the latest version of the Hosted Services provided by the Supplier to the Customer after a reasonable User Acceptance Testing period not exceeding one month.

Customer Data: the data, works and materials inputted into the information fields of the Software by the Customer, by Authorised Users, or by the Supplier on the Customer's behalf, or generated as a result of the use of the Hosted Services by the Customer (but excluding any analytics data relating to the use of the Software and server log files).

Customer Personal Data: any personal data (as defined by Data Protection Laws) that is processed by the Supplier on behalf of the Customer in relation to this agreement but excluding personal data with respect to which the Supplier is a data controller.

Data Protection Laws: the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of personal data, as such laws may be updated, amended and superseded from time to time.

Deliverable: any Documentation, software, know-how or other works created or supplied by the Supplier (whether alone or jointly) in the course of providing the Service but shall not include the Software.

Disabling Event: one or more of the following events:

- (c) use of the Software other than in accordance with or the purposes provided for in the licensed Software.
- (d) modifications to the Software made other than by the Supplier.
- (e) use of the Software other than with hardware, operating systems approved by the Supplier, or in Supported Web Browsers.
- (f) use of a version of the Software which is not the latest version supplied to the Customer.
- (g) failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by the Supplier.
- (h) use of any software in conjunction with the Software, other than software specified or agreed by the Supplier; or
- (i) faults in the hardware and/or operating systems and/or any other third-party software used in conjunction with the Software.

Documentation: the documentation for the Hosted Services produced by the Supplier and delivered or made available by the Supplier to the Customer either in printed text or machine-readable form, including the technical documentation, program specification and operations manual.

Effective Date: the date of this agreement.

Exit Fee: the Annual Rental Fee for the Term plus the Implementation Fee.

Implementation Fee: has the same meaning as given to it in the Consultancy Agreement.



Mandatory Policies: the Supplier's business policies listed in **Error! Reference source not found.**, as amended by notification to the Customer from time to time.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Project Start Date: the date that the Agreed Project Plan commences.

Proposed Project Start Date: the estimated date of [DATE], to be agreed between the parties with such amendments that the Supplier makes to the proposed Project Start Date in line with any amendments the Supplier makes to the Agreed Project Plan (including timescales).

Service Level Arrangements: the service level arrangements set out in Schedule 5.

Services: the Hosting Services and/or Maintenance and Support as applicable, given the context in which the term **Services** is used.

Software: the Supplier's proprietary software in machine-readable object code form only as described in Schedule 3, including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Customer under this agreement.

Software Specification: the functionality and performance specifications for the Software, as set out in Schedule 3.

Supported Web Browsers: means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Supplier agrees in writing shall be supported and **Supported Web Browser** shall refer to any one of the Supported Web Browsers.

Term: the term of this agreement as set out in clause 12.1.

User Acceptance Testing: User acceptance testing (UAT) is a software testing process that usually happens at the end of software deployment. It involves testing the software by its intended users in real-world scenarios. The goal of UAT is to verify that the software meets the business requirements.

User Interface: the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

Virus: anything 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.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

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

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to **writing** or **written** excludes faxes but not e-mail.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 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.
- 1.11 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.
- 1.12 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Annual Rental Services

- 2.1 The Supplier shall perform the Annual Rental Services. The Service Level Arrangements shall apply from the Project Start Date.
- 2.2 In relation to Authorised Users:
 - (a) the Customer shall maintain a written list of current Authorised Users of the Software, and the Customer shall provide such list to the Supplier as may be reasonably requested by the Supplier from time to time; and
 - (b) the Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services by means of the Access Credentials.
- 2.3 In relation to the Software:

- (a) the Supplier hereby grants to the Customer on and subject to the terms and conditions of this agreement a non-exclusive, non-transferable licence, without the right to grant sublicences, to allow Authorised Users to access the Software through the Hosting Services and to use the Software during the Term solely for the Customer's business purposes.
- (b) the Customer shall not store, distribute, introduce or transmit through the Hosting Services:
 - (i) any Virus,
 - (ii) any Vulnerability; or
 - (iii) any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- (c) the rights provided under this clause 2.3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer;
- (d) the Customer shall not:
 - (i) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - (iii) access all or any part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or the Services; or
 - (iv) use the Software or Hosting Services to provide services to third parties; or
 - (v) transfer, temporarily or permanently, any of its rights under this agreement; or
 - (vi) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 2.3(d); or
 - (vii) republish or redistribute any content or material from the Hosted Services; or
 - (viii) conduct, nor permit or allow any other person to conduct, any load testing or penetration testing on the Hosted Services without the prior written consent of the Supplier (and the Supplier shall be under no obligation to grant that consent).
- (e) the Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify the Supplier promptly of any such unauthorised access or use.
- (f) the Customer shall only use the User Interface via a Supported Web Browser.

- (g) the Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services, the network platform or impairment of the availability or accessibility of the Hosted Services; and
- (h) the Customer must not use the Hosted Services in any way that uses excessive network platform resources and as a result is liable to cause a material degradation in the Services provided by the Supplier to its other customers using the network platform; and the Customer acknowledges that the Supplier may use reasonable technical measures to limit the use of network platform resources by the Customer for the purpose of assuring services to its customers generally.

3. Data protection

- 3.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.
- 3.2 The Customer warrants to the Supplier that it has the legal right to disclose all Customer Personal Data that it does in fact disclose to the Supplier under or in connection with this agreement.
- 3.3 The Supplier warrants to the Customer that it will operate under its own Data Protection Policy and its Document Retention and Archiving Policy. Copies of these policies are available from the Supplier.
- 3.4 The Supplier shall promptly inform the Customer if, in the opinion of the Supplier, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 3.5 The Supplier shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.6 The Supplier and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.
- 3.7 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

4. Supplier's obligations

- 4.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Software Specification and with reasonable skill and care subject to payment of the Fees.
- 4.2 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to the Supplier's instructions or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents



or a suspension of the Services by the Supplier due to failure by the Customer to pay the Fees. If the Software does not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial 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 4.1. Notwithstanding the foregoing, Supplier does not warrant that the Software and Services will be free from Vulnerabilities or that the Customer's use of the Software and the Services will be uninterrupted or error-free.

- 4.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this agreement.
- 4.4 The Supplier shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to Supplier to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 25 Business Days.
- 4.5 Within the period of 1 Business Day following receipt of a written request from the Customer, the Supplier shall use all reasonable endeavours to restore to the network platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with clause 4.4. The Customer acknowledges that this process will overwrite the Customer Data stored on the network platform prior to the restoration.
- 4.6 The Supplier shall follow its archiving procedures for Customer Data as described in Schedule 2. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in Schedule 2. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which the Supplier shall remain fully liable).

5. Customer's obligations and Customer Data

The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier.in order to render the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications.
- (b) use only the Current Release.

- (c) ensure that the Current Release and the equipment are used in a proper manner by competent trained employees only or by persons under their supervision.
- (d) not alter or modify the Software in any way whatever nor permit the Current Release to be combined with any other programs to form a combined work.
- (e) not request, permit or authorise anyone other than the Supplier to provide any maintenance services in respect of the Software.
- (f) co-operate fully with the Supplier's personnel in the diagnosis of any error or defect in the Software (including the Current Release or the Documentation).
- (g) make available to the Supplier, without charge, all information facilities and telecommunication facilities and services reasonably required by the Supplier to enable the Supplier to perform the Maintenance Services.
- (h) provide such personnel assistance as may be reasonably requested by the Supplier from time to time.
- (i) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement; and
- (j) carry out all other Customer responsibilities set out in this agreement or in any of the Schedules 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, the Supplier may adjust any timetable or delivery Schedule set out in this agreement as reasonably necessary.

5.2 The Customer shall own all right, title and interest in and to all of the Customer Data.

6. Charges and payment

6.1 The Customer shall pay the Annual Rental Fee one equal instalment on the Annual Rental Payment Dates in each year of the Term.

6.2 All amounts and fees stated or referred to in this agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

6.3 The Supplier shall invoice the Customer one Business Day after the Project Start Date and thereafter on every anniversary of the Project Start Date during the Term for the fees set out in 0. Each invoice is due and payable 14 Business Days after the invoice date. If the Supplier has not received payment within 5 Business Days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of Barclays Bank UK Plc from time to time (but at 8% a year for any period when that base rate is below 0%), commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4 The Supplier shall be entitled at any time and from time to time to increase the Annual Rental Fee to accord with any change in the Supplier's standard scale of charges by giving to the Customer written notice of the increase in the Annual Rental Fee.

6.5 In this clause 6, the following definitions apply:

"Base Figure"

- (a) on the first anniversary of the Project Start Date, the Index figure for December **YEAR** (being the year prior to the date of this Agreement); and
- (b) on each succeeding anniversary of the Effective Date, the Index figure for December in the previous year.

Current Figure: the Index figure for the December which immediately proceeds the Review Date.

Index: the "all items" figure of the Index of Retail Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

6.6 The Supplier shall be entitled to undertake an annual review of the Annual Rental Figure in January of each year (**Review Date**). In each year, the Supplier shall be entitled on the Review Date to increase the Annual Rental Fee to accord with any change in the Supplier's standard scale of charges by giving to the Customer not less than 60 Business Days' prior written notice. Increases at the Review Date shall be capped at an increase in line with RPI calculated using the following formula:

$$R = F \times \frac{C}{B}$$

Where:

R is the revised Fee.

F is the Fee immediately before the review.

C is the Current Figure; and

B is the Base Figure

6.7 The new Annual Rental Fee calculated in accordance with clause 6.6 shall apply from the anniversary of the Project Start Date in each year.

6.8 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Annual Rental Fee to reflect increases in the cost of living on a similar basis to that originally set out in this agreement.

- 6.9 If the parties are unable to agree a basis for the Revised Indexation then, if either party requests it, the parties must make a joint application to the President of the Institute of Chartered Accountants in England and Wales to appoint an arbitrator to do so. The parties must accept the identity of the nominated arbitrator and jointly appoint them to conduct the arbitration. The arbitration must be conducted in accordance with the Arbitration Act 1996.
- 6.10 Initial costs including Annual Rental are based on asset numbers at the date of this agreement. If those asset numbers increase by more than 25% Asprey reserves the right to apply a further increase to the annual rental costs.

7. Change control

- 7.1 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change.
 - (b) any variations to the Fees arising from the change.
 - (c) the likely effect of the change on the Project Plan; and
 - (d) any other impact of the change on the terms of this agreement.
- 7.2 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 7.3 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of this agreement to take account of the change.

8. Proprietary rights

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

9. Confidentiality and compliance with policies

- 9.1 In this clause, the following definition applies:



Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 9.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause).
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party.
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - (d) the parties agree in writing is not confidential or may be disclosed.
- 9.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.
- 9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 9.7 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information.

- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 12.2 (Termination).

9.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

9.9 The provisions of this clause 9 shall continue to apply after termination or expiry of this agreement.

9.10 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.

10. Indemnity

10.1 The Customer shall defend, indemnify and hold harmless the Supplier 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 Software or Services, provided that:

- (a) the Customer is given prompt notice of any such claim.
- (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

10.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the use of Software by the Customer in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in final or unappealed judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim.
- (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

- 10.3 In the defence or settlement of the claim, the Supplier may obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this agreement without liability to the Customer. The Supplier shall have no liability if the alleged infringement is based on:
- (a) a modification of the Software by anyone other than the Supplier; or
 - (b) the Customer's use of the Software in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 10.4 The foregoing and clause 11.5(b) states the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

11. Limitation of liability

- 11.1 This clause 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
- (a) arising under or in connection with this agreement.
 - (b) in respect of any use made by the Customer of the Services, the Software, the Deliverables or any part of them; and
 - (c) in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 11.2 Except as expressly and specifically provided in this agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction.
 - (b) 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.
- 11.3 Nothing in this agreement excludes the liability of the Supplier:
- (a) for death or personal injury caused by the Supplier's negligence; or
 - (b) for fraud or fraudulent misrepresentation.

- 11.4 The Service Level Arrangements state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability.
- 11.5 Subject to clause 11.3 and clause 11.4:
- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, wasted expenditure, 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
 - (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to a sum equivalent to the Annual Rental Fees for the Term and the Implementation Fee.

12. Term and termination

- 12.1 This agreement shall commence on the Effective Date and shall continue for the period of **three years**, unless otherwise terminated as provided in this clause 12. After **three years**, this agreement shall automatically renew for yearly periods, unless either party notifies the other, in writing, at least 12 months before the end of the then current term.
- 12.2 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 10 Business 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 and (if such breach is remediable) fails to remedy that breach within a period of 25 Business Days after being notified in writing to do so.
 - (c) 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.
 - (d) 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;
 - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.

- (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 (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) 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 10 Business 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 12.2(e) to clause 12.2(m) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

12.3 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, materials and other items (and all copies of them) belonging to the other party.
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than 10 Business 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. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 25 Business 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 the Supplier 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.



- 12.4 If the Customer seeks to terminate this Agreement during the Term for any reason other than in accordance with the Supplier committing one of the acts listed in clause 12.2, the Customer shall pay the Exit Fee.

13. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

14. Waiver

- 14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15. 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.

16. Severance

- 16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 16.2 If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Entire agreement

- 17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. Assignment

No party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement.

19. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. Counterparts

22.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

22.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

23. Notices

23.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Supplier: [ADDRESS]
 - (ii) Customer: [ADDRESS]

23.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Governing law

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 interpreted in accordance with, the law of England.

25. Jurisdiction

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 has been entered into on the date stated at the beginning of it.

Schedule 1 Fees

Annual Rental Fee

1. **£[AMOUNT]**

Advice and explanation support fee

2. If the technical support requested can be dealt with at first level support, no additional fee shall be charged.
3. For anything which cannot be dealt with at first level support, this service will be chargeable at the Supplier's standard consultancy rate as set out in the Consultancy Agreement (as amended from time-to-time).
4. Any advice or consultancy work under ½ a day will be charged pro-rata at the Supplier's standard consultancy rates as set out in the Consultancy Agreement (as amended from time-to-time) and will be invoiced on a calendar month basis.
5. Advice or consultancy work requiring longer than ½ a day of the Supplier's time will be quoted on a time and material basis as they arise.

Schedule 2 Hosting Services

Hosting set-up

The set-up phase of the Hosting Services includes those services provided by the Supplier or its contracted third parties to design, install, configure and test the Hosting Services, as well as the hosting facility and internet connectivity.

1. Installation and configuration

The Supplier shall procure, install and configure the hosting equipment and services to provide access to the Software. This includes the configuration of servers and related equipment, installation of system and database software components, configuration of clustering and cross-connects and installation of the Software.

2. Facility

The Supplier shall host the Software on a cloud-based platform designed for high availability, scalability, and security. This platform shall be maintained by a reputable third-party cloud service provider (CSP) with global infrastructure capabilities.

The CSP shall be responsible for physical security, infrastructure maintenance, and environmental controls, including climate control, fire suppression, and disaster mitigation at their data centres. These responsibilities shall be in accordance with the terms of service and service level agreements (SLAs) provided by the CSP.

The Supplier shall manage the provisioning, deployment, and configuration of the Software on the cloud platform, including managing resources, setting up the virtual network environment, and configuring access and security controls. The Supplier shall also be responsible for monitoring the performance and availability of the Software on the cloud platform.

3. Internet connectivity

3.1 The Supplier shall provide internet connectivity through an internet service provider at the hosting facility. The connectivity shall include multiple, diversely routed high-speed connections, a firewall for security and a load balancer for traffic management and speed optimisation. The Customer acknowledges that access to the Software hosted on the cloud platform requires an internet connection. The Customer shall, and shall ensure that its Authorized Users shall, make their own arrangements for internet access in order to access the Software.

3.2 The Supplier shall supply burstable bandwidth connectivity services. The connectivity shall include multiple connections and a network operations centre that monitors servers, the network platform and internet access.

4. Continuing Hosting Services

The continuing Hosting Services provided by the Supplier or its contracted third parties, which allow for availability of the Software, include internet connectivity (as detailed in paragraph 3 above) access to the Software, load distribution management, security services, monitoring, back-up, release management and change control, and administration services.

5. Load distribution management

The Supplier shall provide load-balancing services to distribute load and redundancy across application servers.

6. Security services

The Supplier does not have physical access to the data centres of the CSP. All data centre access and security are managed by the CSP in accordance with their policies and procedures.

The Supplier shall provide security services as follows:

- The Supplier shall implement a robust and comprehensive security framework designed to protect the integrity, availability, and confidentiality of the Customer's data. This framework will adhere to industry standard best practices and regulatory compliance requirements.
- The Supplier shall provide a managed firewall service, designed to prevent unauthorized access to the hosted software and associated data. This includes traffic monitoring, intrusion detection, and rapid response to potential threats.
- The Supplier shall ensure that all data transmitted between the Customer and the hosted software is encrypted using industry standard encryption protocols to prevent interception or unauthorized access.
- The Supplier shall provide regular security updates and patches for the hosted software and associated systems, in order to maintain the highest level of protection against potential security threats.
- The Supplier shall conduct regular security audits and vulnerability assessments to identify and mitigate potential security risks. Results of these audits will be used to continually improve the security framework.
- In the event of a security incident, the Supplier shall promptly notify the Customer and take appropriate measures to mitigate the impact of the incident. The Supplier will work closely with the Customer Monitoring services.

The Supplier shall provide continuous, 24/7 monitoring of the hosted software, network, and associated infrastructure to ensure their optimum performance, security, and availability. The monitoring services will include, but are not limited to, system health checks, network performance monitoring, server utilization,



storage capacity, and application performance. The Supplier will implement a comprehensive alert system to ensure rapid response to any detected anomalies or system failures. Alerts will be promptly investigated by the Supplier's technical support team.

7. Back-up, archiving and recovery services

The Supplier shall develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. All backup data will be encrypted and stored securely in a separate location from the primary data centre to protect against localized events. The back-up schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of data loss, the Supplier shall provide recovery services to try to restore the most recent back-up.

8. Release management and change control

The Supplier shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by the Supplier to maintain the Hosting Services.

9. Administration services

The Supplier will be responsible for installing, configuring, and maintaining all necessary hardware, operating systems, and other software required to provide the Hosting Services. This includes performing regular updates and patches to ensure system security and performance.

The Supplier will manage all necessary data migration or transformation tasks as part of its administration services. This includes ensuring data integrity and minimizing disruption to the Customer during such operations.

Schedule 3 Software

1. The Software is an application that enables [set out FUNCTIONALITY AND OTHER DETAILS INC NUMBER OF ASSETS HERE THAT PRICING IS BASED ON TO CATER FOR 6.10 CLAUSE] via the internet. The Software consists of the following components:

[SPECIFY COMPONENTS]

as more particularly described in the software specification.

Schedule 4 Maintenance and Support

1. Maintenance Events

- 1.1 **Scheduled Maintenance:** The Supplier shall make all reasonable efforts to perform scheduled Maintenance Events outside of Normal Business Hours to minimize disruption to the Hosting Services. Notice of such maintenance, including the expected duration of service interruption, will be communicated to the Customer in advance, whenever possible.
- 1.2 **Emergency Maintenance:** In the event that emergency maintenance is necessary to protect the integrity, security, or performance of the Hosting Services, the Supplier reserves the right to perform such maintenance at any time. The Supplier will endeavour to provide the Customer with as much notice as possible under the circumstances.
- 1.3 **Unscheduled Maintenance:** For unscheduled Maintenance Events that require interruption of the Hosting Services outside Normal Business Hours, the Supplier will provide the Customer with a minimum of three Business Days' advance notice, barring exceptional circumstances that demand immediate attention.
- 1.4 **Service Downtime:** Any Maintenance Events that occur during Normal Business Hours, not instigated or caused by the Customer, will be considered as service downtime for the purpose of calculating service availability. The Supplier will strive to minimize the impact of such events on the Customer's access to the Hosting Services.
- 1.5 **Service Level Upgrades:** The Supplier retains the discretion to determine when additional equipment or bandwidth is necessary to maintain appropriate service levels. In such cases, the Supplier may install such upgrades without obtaining prior approval from the Customer. Any associated increase in Hosting Services fees will be as specified in Schedule 1, and will pertain solely to the cost of the added equipment or bandwidth.

2. Maintenance

- 2.1 Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in the Software Specification. Support for additional features developed by the Supplier, as requested by the Customer, may be purchased separately at the Supplier's then current rates.
- 2.2 The Supplier shall maintain and update the Software. Should the Customer determine that the Software includes a defect, the Customer may at any time file error reports. During maintenance periods, the Supplier may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. The Supplier shall use all reasonable endeavours to avoid unscheduled downtime for Software maintenance.
- 2.3 The Supplier shall maintain technical support on the Current Release of the Software. The Supplier may, but is under no obligation to do so, provide technical support on a previous version of the Software.

3. Error Correction

- 3.1 Error Identification: If the Customer identifies a defect in the Current Release that affects its functionality as per the Specification, they should notify the Supplier in writing within 10 Business Days. The notification should include, where possible, a documented example of the defect.
- 3.2 Error Correction Commitment: Upon notification of a defect, the Supplier commits to using reasonable efforts to promptly correct the defect. The Supplier will then provide the Customer with a corrected version of the Current Release, along with appropriate documentation detailing the nature of the correction and instructions for its use.
- 3.3 Customer Support: The Supplier is dedicated to providing all necessary assistance to the Customer to implement the corrected version of the Current Release.
- 3.4 Exclusions to Error Correction Services: The Supplier's error correction service will not cover issues arising from unauthorized modifications to the Current Release, incorrect usage, faults in the Customer's equipment, or usage of the Current Release in conjunction with unapproved equipment or software.
- 3.5 Additional Charges: Services requested by the Customer that fall outside the scope of the standard error correction service referred to in paragraph 4.3 of Schedule 4Error! Reference source not found.Schedule 4, or services that are deemed unnecessary by the Supplier, may be subject to additional charges at the Supplier's current rates.
- 3.6 Communication of Known Errors: The Supplier will use reasonable efforts to communicate any known program errors to the Customer, providing information that may be of general interest or relevance.
- 3.7 Data Restoration Assistance: In the event a program error results in corruption of the Customer Data, the Supplier will provide reasonable assistance to restore the Customer Data, given that the Customer has taken regular and proper data backups. The Supplier, however, does not guarantee full data restoration.

4. Error! Reference source not found.Schedule 43Schedule 4Error! Reference source not found.**Advice and explanation services**

- 4.1 Availability of Support: The Supplier will provide advice and explanation support services to the Customer primarily via email, during standard business hours (09:00 – 17:30).
- 4.2 Trained User Support: The Supplier reserves the right to prioritize support services for users who have undertaken training on the specific software in question, led by the Supplier.
- 4.3 Response Timelines: While the Supplier will strive to provide timely responses to all queries, the actual response time may vary based on consultant availability and the complexity of the issues raised. However, the Supplier will aim to adhere to target response times wherever possible.

Priority (Contract)	Description	Target Lead Time	Helpdesk Priority
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4 – Advice	Not a technical support issue but either system or business advice.	120 hours	Low
5 – Change Requests	Issue identified by client - not in current functionality - recorded for user group consideration.	240 hours	Planning

4.4 **Advice Scope:** The advice and explanation services provided by the Supplier will be in relation to the use, operation, and features of the Software and Hosting Services. This can include guidance on best practices, troubleshooting steps, and explanations of specific functionalities.

4.5 **Exclusions:** Advice and explanation services do not include extensive training or education on the Software or Hosting Services. Such services, if required, may be available separately at the Supplier's then-current rates.

4.6 **Limitations:** The Supplier is not obligated to provide advice or explanation services for issues arising from misuse of the Software or Hosting Services, unapproved modifications, or use in combination with non-compliant equipment or software.

5. Technical support services

5.1 **Availability and Eligibility:** The Supplier offers technical support services for the Software to all staff members of the Customer who have undergone formal training. This service ensures that trained individuals have the resources necessary to address any difficulties encountered during use.

5.2 **Contacting Support:** Any inquiries, requests, or problems can be reported through the Supplier's online Helpdesk or by email (aspreysupport@aspreysolutions.co.uk), along with any necessary supporting evidence. The Customer is responsible for ensuring that its staff members have received the appropriate level of training from the Supplier.

5.3 **Issue Logging and Prioritization:** All reported issues will be logged, identified, and prioritized by the Supplier's response centre, and will be addressed in a timely manner according to their assigned priority levels.

5.4 **Response Times:** For high-priority issues where the system is completely unavailable, the Supplier commits to a response time of 48 hours. Medium-priority issues, where some users are unable to perform tasks, will receive a response within 72 hours. For normal priority issues, the response time is set at 120 hours.

Enquiry	Description	Priority	Response Time	Resolution Time
System Down	System is 100% unavailable either	One	Within 2 hours	Within 2 working hours or such

	from a technical or business perspective.			longer period as the client agrees or specifies.
Live system element is broken	System is functioning but one or more users and unable to perform tasks on the system	Two	Within 4 hours	Within 3 working days or such longer period as the client agrees or specifies
Any other matter logged by e-mail to the Response Centre	This is deemed to be a minor problem you can continue working with and is not related to a systems failure.	Three	Within 6 hours	Within 5 Working days or such longer period as the client agrees or specifies

- 5.5 Communication: If there are any circumstances beyond the Supplier's control that may lead to exceeding the target resolution time, the support team will keep the Customer informed about the progress and estimated resolution time.
- 5.6 Enhancement Requests: Any technical support requests that the Supplier identifies as enhancement requests will be collected and referred to the next user group meeting for discussion and planning for future development. The Customer will be notified that the reported item has been referred and the incident will be closed.
- 5.7 Exclusions to Support Services: The Agreement does not include modifications to the Software performed by the Supplier, except for those necessary to eliminate a program error.

Schedule 5 Service Level Arrangements

1. Service availability

- 1.1 Uptime Commitment: The Supplier is committed to ensuring that the service is available for at least 99.5% of the time (Uptime Service Level). This service availability specifically pertains to the access point on the Supplier's hosting provider's network.
- 1.2 Scope of Availability: The uptime guarantee does not apply to segments of the circuit that don't transit the hosting provider's network, as customers are responsible for their own internet access. Also, any downtime due to Maintenance Events as described in paragraph 2.1 of Schedule 4, disruptions caused by the Customer or third parties (unless they are authorized subcontractors of the Supplier), or force majeure events within the meaning of clause 13 are not included in this guarantee.

2. Error! Bookmark not defined.Error! Reference source not found.Schedule 4 clause 13Availability measurement

- 2.1 Availability Measurement: The Supplier will measure service availability at five-minute intervals, gauging the availability of a test page within the Software within 30 seconds.
- 2.2 Measurement Commencement: The measurement of availability starts on the first day of the first calendar month, not less than 25 business days after the Customer has accepted all of the Deliverables.
- 2.3 Measurement Method: The Supplier calculates the monthly average percentage availability at the end of each month, dividing the total actual uptime minutes by the total possible uptime minutes in that month.
- 2.4 Record Keeping: The Supplier maintains comprehensive records of its availability measurement activities under this agreement and will provide these records to the Customer upon request.

Schedule 6 Mandatory Policies

- Acceptable Use Policy
- Expenses Policy
- Cybersecurity Policy
- Business Continuity and Disaster Recovery.
- Data Protection Policy
- Document Retention and Archiving Policy
- Incident Response Policy
- Information Security Policy



Signed for and on behalf of:

Asprey Management Solutions Limited

Name of Signatory:

Job Title:

Signed for and on behalf of:

NAME OF CUSTOMER

Name of Signatory:

Job Title: