Rekoop Limited Standard Terms of Business

THIS AGREEMENT is made between Rekoop Limited (a company registered in England and Wales with company number 6670062) whose registered office is Didsbury Business Centre, 137 Barlow Moor Road, Manchester, M20 2PW ("**Company**") and the entity licensing the Software and purchasing the Services detailed on the Order Form ("**Customer**").

The Company and the Customer now agree as follows:

1. DEFINITIONS

1.1   In this agreement (which shall include the Order Form) (the "**Agreement**"), the following terms shall have the meanings assigned to them below:

"**Additional Support Charges**" the additional charges levied by the Company to the Customer, where the Customer has exceeded the threshold of Support Services that are offered without charge (as set out in Schedule 3) calculated in accordance with Schedule 1;

"**Administrator**" a User nominated by the Customer, who shall be responsible for setting up each User to access the Hosted Service and each Privileged User to access the Customer Portal;

"**Alternative Extended Support Fee**" the alternative fee charged by the Company to the Customer for Extended Support Services which will be 20% of the annual Licence Fee (but excluding the Extended Support Fee) for the resolution of unlimited Non-Fault Cases;

"**AUP**" the security policy and acceptable use policy from time to time published at www.rekoop-services.com;

"**Case**" the logging of a support request in relation to a Fault or alleged Fault via the Service Management Process;

"**Charges**" the Set-Up Charge, the Licence Fee, Integration Charges, the Standard Training Charges, Additional Support Charges;

"**Content**" the data including information, data, text, pictures, graphics, software, code, music, sound and video and all other items sent, transmitted or disseminated by the Customer or Users via the Services but excluding any items provided by the Company;

"**Customer Equipment**" any mobile device on which the Mobile and Browser Software is or is to be installed and any computer system on which any Integration Software, related hardware or electronic device owned, leased and/or controlled by the Customer on which the Product is to be used and in respect of which the Services are to be provided;

"**Customer Management Systems**" the Customer's management systems and/or software applications to which information collected through the Mobile and Browser Software shall be uploaded via the Data Centre;

"**Customer Portal**" the portal service management system which shall be made available by the Company to the Customer as described in Clause 9.5;

"**Data Centre**" the location or locations in which Hosted Software is sited from time to time;

"**Effective Date**" the date on which the Order Form is signed by or on behalf of both Parties;

"**Extended Support**" the extended support, helpdesk and maintenance services in respect of the Software and Services for the resolution of Non-Fault Cases

"**Extended Support Charge**" the charges by the Company to the Customer for Extended Support Services which will be £900 payable in advance for each group of four (4) Non-Fault Cases or 20% or the recurring charge;

"**Fault**" any suspected non-conformity or fault with the Software and/or Services;

"**First Line Support**" the service which is to be provided by the Privileged User to the Customer as described in Clause 9;

"**Hosted Service**" the service which uses the Hosted Software to collect data from the Mobile and Browser Software, processes that data and makes it available to the Customer Management Systems as described in Schedule 2;

"**Hosted Software**" the Company's software installed at the Data Centre;

"**Information**" any and all documentation, software, code and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, pricing, transactions, software, suppliers or methods of one Party and disclosed to or otherwise obtained by the other Party in connection with this Agreement;

"**Initial Term**" the initial term for which the Software or Service shall be provided to the Customer, for the number of months, as set out on the Order Form, plus the remaining days of the first (1st) month calculated from the Service Commencement Date. For the avoidance of doubt if the number of months set out on the Order Form is twenty four (24) with a Service Commencement date of 21st June 2009, the Initial Term is 24 months and 10 days and expires at midnight 30th June 2011;

"**Integration Charge**" the charges for the provision of the Integration Services as detailed within the Order Form or where no such charge is specified shall be calculated in accordance with Schedule 1;

"**Integration Service**" the integration of the Integration Software with the Customer Management Systems at each Site specified in the Order Form;

"**Integration Software**" any software specified in the Order Form or provided (or modified) by the Company pursuant to the Integration Service which is intended to operate as an interface between the Customer Management Systems and the Hosted Service;

"**Intellectual Property**" any and all intellectual property rights including patents, trade marks, design rights, copyright, rights in databases, domain names, topography rights, and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all goodwill relating or attached thereto the right to apply for registration of and/or register such rights and all extensions and renewals thereof;

"**Licence Fee**" the recurring charges payable by the Customer for the provision of the Software specified in the Order Form and the provision of the Hosted Service and Support Service (that is offered without charge as described in Schedule 3) calculated in accordance with Schedule 1;

"**Licensed Users**" the number of Users identified on the Order Form, or as subsequently increased by the Administrator, pursuant to Clause 7.6 up to which limit the Customer is obliged and entitled to use the Mobile and Browser Software for the Initial Term or subsequent Renewal Period;

"**Mobile and Browser Software**" the software specified on the Order Form which is intended to be installed on a mobile device or User's computer;

"**Non Fault Cases**" Cases the where no Fault is found to have occurred with the Software and/or Services (including, without limitation, any problems arising from the Customer's internal network or systems or from installations or configurations carried out by the Customer on its own internal network or systems);

"**Normal Business Hours**" 9:00 am to 5.30 pm on any Working Day;

"**Order Form**" the Company's order form (including any additional terms incorporated by reference) as completed and submitted by Company to the Customer;

"**Parties**" the Customer and Company and "**Party**" shall be construed accordingly;

"**Privileged User**" the Customer contact authorised to access the Software for the purpose of providing First Line Support to the Customer as specified in the Order Form or amended from time to time in accordance with this Agreement;

"**Renewal Period**" a period of time equal in duration to the number of months as specified in the Order Form relating to the Initial Term. For the avoidance of doubt, the remaining days of the first (1st) month, calculated from the Service Commencement Date of the Initial Term, shall be excluded for the purposes of calculating the Renewal Period; and with regard to the example provided within the Definitions, relating to the Initial Term, the Renewal Period would commence on 1st July 2013 and expire at midnight on 30th June 2015;

"**Service Credits**" reductions in certain Charges in respect of the Company failing to meet the Service Levels as more particularly detailed in Schedule 2;

"**Service Commencement Date**" the date on which the Customer is first provided access to the Hosted Service;

"**Service Levels**" the service levels to which the Hosting Service is to be provided as more particularly detailed in Schedule 2;

"**Service Management Process**" the process by which the Company provides ongoing service and support to the Customer as more particularly detailed in Schedule 4;

"**Services**" the Integration Service, the Hosted Service and the Support Service which may be provided by the Company to the Customer as specified in the Order Form;

"**Set Up Charge**" the charge for the set-up of the Hosted Service as detailed within Schedule 1;

"**Sites**" the Customer sites as specified in the Order Form;

"**Software**" the Mobile and Browser Software, the Integration Software and the Hosted Software to be provided by the Company pursuant to an Order Form including any updates and modifications made available from time to time by the Company;

"**Standard Training Charges**" the rate applied for the provision of bespoke training at the specific request of the Customer;

"**Support Services**" the support, helpdesk and maintenance services in respect of the Software and Services as described in Schedule 3 and specifically excluding first line support provided by the Customer pursuant to Clause 9;

"**Termination Payment**" shall have the meaning given to it in Clause 20.1;

"**Trial Period**" the period which commences from the Effective Date for the number of days set out within the Order Form;

"**Users**" the employees, contractors and agents, of the Customer who from time to time use the Mobile and Browser Software; and

"**Working Day**" any day falling on or between Monday to Friday, excluding all public and bank holidays in England and Wales.

1.2   In the event of any conflict or ambiguity in the provisions of the clauses of this Agreement and the documents referred to in this Agreement, the following hierarchy of precedence shall apply: (i) the Order Form; (ii) any additional terms incorporated by reference on the Order Form; and (iii) this Agreement.

1.3   The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

1.4   Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender. Any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons.

1.5 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context and reference to the whole includes reference to part.

2. BASIS OF AGREEMENT

2.1 The terms of this Agreement shall apply to every Order Form signed by the Customer and the Company in relation to the provision of the Software and/or Services. By executing an Order Form the Customer agrees to deal with the Company exclusively on the terms of this Agreement.

2.2 Save as otherwise specified herein, the terms of this Agreement shall apply and shall prevail to the exclusion of all other terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or any other document.

2.3 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of this Agreement.

2.4 No variation or waiver or addition to this Agreement shall be binding on the Company, unless and until it is confirmed in writing by an authorised signatory of the Company.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. PROVISION OF THE SOFTWARE AND SERVICES

3.1 In consideration of the payment of the Charges by the Customer, the Company shall supply the Software and Services to the Customer in accordance with the terms of this Agreement.

3.2 The Company shall, as soon as reasonably possible following acknowledgement of receipt of the signed Order Form, notify the Customer by automated email of the date it expects the Hosted Service to commence. This date is not binding on the Company; it is an estimate only which the Company shall use its reasonable efforts to achieve. For the avoidance of doubt, the notification by automated email shall not be regarded as a Notice pursuant to Clause 23.

3.3 The Company shall use its reasonable endeavours to:

3.3.1 provide the Services with reasonable care and skill; and

3.3.2 comply with all applicable laws and regulations regarding the provision of the Software and Services.

3.4 The Company reserves the right at any time to make any modification, change or addition to, or replacement of, any Software and/or Service (or part of them), where this is required to conform with any applicable safety or other statutory requirements. The Company shall give the Customer as much notice as reasonably practicable of any proposed modification.

3.5 In the event that any modification made pursuant to Clause 3.4 materially alters the Service or the Software to the Customer's detriment, the Customer shall be entitled to terminate the Service or Software licence (or any part thereof) on one (1) month's written notice to the Company. Where the Customer terminates the Service or Software licence pursuant to this Clause 3.5 the Customer shall not be liable to pay the Termination Payment (if any).

3.6 The Company shall not be liable for any failure to provide the Software or perform the Services in accordance with this Agreement to the extent that such failure is caused directly or indirectly by the Customer's negligence or breach of any term of this Agreement.

3.7 The Company shall have no responsibility for, or liability in respect of, any data or traffic transmitted using the Software and/or Service. The Customer shall be responsible for keeping any back-up copies of data it may require.

4. TERM

4.1   This Agreement shall commence on the Effective Date and, subject to earlier termination in accordance with Clause 19.3 in respect of termination within the Trial Period, or termination in accordance with the other sub clauses within clause 19, continue in force for the Initial Term and shall then automatically continue for each Renewal Period unless and until terminated by either Party on not less than three (3) months' written notice, such notice to expire at the end of the Initial Term or any Renewal Period.

4.2   In the event that the Company agrees to provide additional Software and/or Services or to change the Software and/or Service (including without limitation issuing additional licences) prior to any anniversary of the start of the Initial Term, the Company may make pro-rated charges in respect of such Software and/or Service up to the next such anniversary. The fees shall be charged thereafter at the rates specified in Schedule 1 as amended in accordance with this Agreement.

5.   ACCESS AND SECURITY

5.1   Where required for the Company to carry out its obligations under this Agreement, the Customer shall, subject to reasonable advance notice, provide the Company (and/or its contractors and suppliers) with such access as the Company shall reasonably require from time to time to:

    5.1.1   the Sites;

    5.1.2   the Customer Equipment; and

    5.1.3   the Customer Management Systems.

    Any period of delay in providing the Company (and/or its contractors and suppliers) with access to the Sites, Customer Equipment or Customer Management Systems shall be excluded from any Service Level calculations.

5.2   The Customer shall ensure that the Company's staff, contractors and suppliers have a safe working environment at the Sites.

5.3   The Company shall use its reasonable endeavours to comply (and procure that its contractors and suppliers comply) with any reasonable health and safety, security, IT procedures and similar policies notified to the Company in writing a reasonable period in advance of the Company's attendance at the Site or access to the Customer Equipment or Customer Management Systems.

5.4   The Customer shall ensure that its staff shall comply with and shall keep any passwords and/or information about security policies and procedures provided to it by the Company secure and shall promptly inform the Company of any unauthorised disclosure of such passwords or information or of any other circumstance which may require that any passwords notified be changed.

5.5   Save as otherwise specified in this Agreement, the Company shall not be responsible for the provision to or within the Site of any wiring or any other equipment or connectivity to any equipment including, but not limited to, all aspects of telephony networks and/or computer networks or any other element whatsoever of the Customer's environment.

6.   SET-UP AND INTEGRATION

6.1   All details specified on the Order Form are based upon information supplied by the Customer to the Company and are subject to amendment in accordance with Clause 6.5 below.

6.2   Unless otherwise specified in the Order Form, the Customer shall be responsible for integrating the Hosted Service with the Customer Management Systems including the provision of any telecommunications links to the Data Centre.

6.3 The Company shall where reasonably required deliver training to the nominated representatives of the Customer in the form of electronic documentation, telephone or on-line training. Unless otherwise agreed between the Parties in writing, the Company shall be entitled to apply its Standard Training Charges to the Customer for such training as set out in Schedule 1 or for any Renewal Term in accordance with its then-current Standard Training Charges (as published from time to time by the Company).

6.4 Where the Company is required to provide Integration Services it shall conduct surveys and design studies to clarify whether any of the following require amendment:

6.4.1 the Services and/or Software to be provided;

6.4.2 the Sites;

6.4.3 the Customer Equipment; and/or

6.4.4 the Integration Charges or Licence Fee.

6.5 Where the Company determines that amendments are required pursuant to Clause 6.4 above, the Company will issue an amended Order Form which shall detail any variation to the Charges; Services and/or Software; Sites; or any proposed Service Commencement Date. The Parties shall promptly sign the amended Order Form which shall supersede and replace the original Order Form (which will be considered cancelled upon signature of the amended Order Form).

7. LICENCE TO USE

7.1 In consideration of the Licence Fee, the Company hereby grants to the Customer a non-exclusive, revocable, world-wide licence commencing on the Effective Date to:

7.1.1 use the Integration Software solely on the Customer Equipment and to use the Mobile and Browser Software for the number of Users up to the Licensed Users;

7.1.2 access the Hosted Software remotely; and

7.1.3 make copies of the Integration Software and Mobile and Browser Software for back-up, archival or other security purposes.

7.2 The Customer may not nor permit others to:

7.2.1 use, copy, modify or transfer the Software (including any related documentation) or any copy, in whole or in part, including any print-out of all or part of any database, except as expressly provided for in this Agreement;

7.2.2 rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis. If the Customer transfers possession of any copy of the Software to a third party except as provided above, the licence shall be automatically terminated;

7.2.3 translate, reverse engineer, decompile, disassemble, unbundle, modify or create derivative works based on the Software, except as expressly permitted by law or the terms of this Agreement; or

7.2.4 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

7.3 The Customer undertakes to:

7.3.1 reproduce and include any copyright notice specified on the Software on all and any copies (including partial copies) of the Software;

7.3.2 hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software confidential and not at any

time, during this Agreement or after its expiry, disclose the same, whether directly or indirectly, to any third party without the Company's prior written consent.

7.4 The integrity of the Software is protected by technical protection measures so that the Intellectual Property rights in the Software are not misappropriated. The Customer must not attempt in any way to remove or circumvent such technical protection measures, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in its possession for private or commercial purposes, any means whose sole purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

7.5 All rights that are not expressly or specifically granted in this Agreement to the Customer are reserved to the Company.

7.6 The Administrator may increase the number of Licensed Users during the Initial Term or Renewal Period without the Company's prior written consent. The Customer acknowledges that it shall be bound by any increase in the Licensed Users made by the Administrator and agrees to pay all associated Charges (including for the avoidance of doubt, the additional Licence Fees).

8. CHARGES AND PAYMENT

8.1 The Company shall invoice and the Customer shall pay the Charges in accordance with this Clause 8 unless otherwise specified in this Agreement.

8.2 All Charges are exclusive of Value Added Tax and any other applicable taxes, duties and assessments which shall be payable by the Customer in the manner prescribed by law.

8.3 The Charges shall become payable as follows:

8.3.1 the Licence Fee and Set-up Charge shall become payable on the Effective Date; and

8.3.2 the Integration Charge shall become payable on completion of the Integration Services, unless otherwise specified in the Order Form; and

8.3.3 the Standard Training Charges, Additional Support Charges shall become payable as and when the relevant Service is provided by the Company to the Customer.

8.4 The Licence Fee will be invoiced monthly in advance unless otherwise specified in the Order Form.

8.5 Unless otherwise specified in the Order Form, the Charges shall be payable by the Customer within thirty (30) days of the date of the invoice.

8.6 All payments from the Customer to the Company shall be payable in pounds sterling by means of a Direct Debit and the Customer shall complete and sign a Direct Debit form in conjunction with the Order Form as requested by the Company from time to time.

8.7 If the Customer fails to make any payment due to the Company by the end of the period specified in Clause 8.5, then, without prejudice to the Company's other rights and remedies, the Company may:

8.7.1 charge the Customer interest on the overdue amount at four percent (4%) above the official dealing rate of the Bank of England. Such interest shall accrue on a daily basis from the due date of payment until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest immediately on demand by the Company; and/or

8.7.2 suspend the Services (or any part of them); and/or

8.7.3 use any deposit given by the Customer under Clause 8.11 below, to pay any outstanding sum.

8.8   Upon disputing any Charges, the Customer shall: (i) pay all undisputed charges in accordance with this Agreement; (ii) promptly present within seven (7) days of the scheduled date of payment a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve any bona fide dispute within sixty (60) days pursuant to Clause 27. Disputed Charges resolved in favour of the Company will be due and payable on the following month's billing cycle. Disputed Charges resolved in favour of the Customer will be credited to the Customer and no interest shall apply pursuant to Clause 8.7.

8.9   Unless agreed otherwise by the Parties in writing, any discount specified on the Order Form shall only apply during the Initial Term and shall not apply during any Renewal Period.

8.10   The Company may, at any time and without giving any prior notice, perform a credit check against the Customer and to pass the Customer's credit history with the Company to other credit agencies as and when required.

8.11   The Company may, at any time, require the Customer to pay a deposit and/or require the Customer to procure that the Customer's parent company or related company guarantees the payment of the Charges due under this Agreement where the Company acting reasonably believes that (i) the Customer has an insufficient credit scoring; or (ii) has County Court Judgements; or (iii) an unusual level of Charges have been incurred. The Customer agrees to enter into (and/or procure the execution of) any reasonable agreement or deed the Company submits for such purpose. Any failure by the Customer to comply with this Clause 8.11 within thirty (30) days of the Company's request shall be an irremediable material breach and the Company shall be entitled to terminate this Agreement in accordance with Clause 19.1.

8.12   The Company may, at any time and at its sole discretion, impose a credit limit on a Customer's account. The credit limit may be varied at any time without prior notice. If the Customer exceeds any credit limit, the Company may issue an interim invoice and demand immediate payment of the Charges and/or suspend any or all of the Services. For the avoidance of doubt, the Customer shall be responsible for all Charges incurred including, without limitation, those exceeding the credit limit.

8.13   Without prejudice to its rights under Clause 24, the Company may increase any of the Charges to reflect any:

    8.13.1   increase in a third party provider's charges; or

    8.13.2   change which is necessary as a result of any changes in applicable legal or regulatory requirements;

8.14   provided that the Company shall give the Customer at least thirty (30) days' written notice of such variation or, if not reasonably possible, as much notice as is practicable in the circumstances.

8.15   The Company reserves the right to apply RPI-linked annual price increases at any time during the contract duration.

9.   FIRST LINE SUPPORT

9.1   The Privileged User shall be responsible for the provision of First Line Support to the Customer and its Users which shall include:

    9.1.1   basic User training and familiarisation in relation to the use of the Software;

    9.1.2   setting up each User's profile on the Customer Management System and deploying the Software and Services;

    9.1.3   resetting passwords or changes to the User's profile;

    9.1.4   receipt of issues reported by each User in the local language and logged by the Customer;

9.1.5   initiation of any dialogue with the User in the local language to note the possible source or cause of any issue;

9.1.6   determining if the issue is associated with User error or misinterpretation and rectifying such issue directly with the User;

9.1.7   performing sufficient investigation to determine that the issue is a Fault with the Service or Software prior to reporting the matter to the Company including:

9.1.7.1   determining whether the query is related to a Fault or training issue;

9.1.7.2   determining whether the Users hardware is functioning correctly within normal operating parameters; and

9.1.7.3   determining whether the User has connectivity to the internet and the Services; and

9.1.8   reporting any Fault with the Service or Software to the Company in English.

9.2   The Customer may change its Privileged User at any time on reasonable written notice or appoint more than one Privileged User to facilitate the continued provision of First Line Support to the Customer and its Users.

9.3   The Company will during Normal Business Hours liaise directly with the Privileged User in relation to the First Line Support and where reasonably necessary provide:

9.3.1   advice and guidance on the use or operation of the Software and Service;

9.3.2   escalate and manage the request for User assistance where an immediate response cannot be provided by the Privileged User (for example, where additional technical expertise is required). Where such assistance is provided due to the Privileged User's absence or inability the Company may provide Support Services and, where the Customer has exceeded the limit of two (2) Cases in the same Calendar month, shall be entitled to apply its Additional Support Charges to the Customer for such additional support as set out in Schedule 1 or for any Renewal Term in accordance with its then-current Additional Support Charges (as published from time to time by the Company), together with any third party costs incurred in providing such assistance; and

9.3.3   confirmation of the Customer's internal processes relating to the Services (e.g. authorisation authorities).

9.4   The Company shall not:

9.4.1   accept service escalations pursuant to Clause 9.1.8 unless logged by the Privileged User on the Customer Portal; or

9.4.2   liaise directly with a User unless all other lines of investigation have been exhausted and in any event such liaison shall only take place during Normal Business Hours.

9.5   The Company shall provide the Customer with access to the Customer Portal which shall enable the Customer to:

9.5.1   log a Case in relation to a Fault for the Support Services;

9.5.2   check on the status of current support Cases; and

9.5.3   view the history of previous Case's raised.

9.6   The Customer agrees that it shall ensure that the Customer Portal is only accessed by the Privileged User.

10. COMPANY SUPPORT SERVICES

10.1   The Customer shall notify the Company of any suspected Fault promptly via the Customer Portal, or where unavailable, by telephone or email in accordance with the Company's Service Management Process.

10.2   To diagnose and resolve any suspected Faults rapidly and effectively, the Company requires certain information from the Customer when the Fault is first reported. The minimum information required by the Company will include (where applicable):

   10.2.1   the symptoms of the Fault;

   10.2.2   details of any tests carried out by the Privileged User in attempting to localise the Fault; and

   10.2.3   details of the affect of the Fault on the Customer's business/environment.

10.3   Any time incurred by the Company in investigating the alleged Faults notified to it by the Customer, which are later found not to exist, shall be applied to the Customer in accordance with the Company's Support Services and Additional Support Charges as set out in Schedule 1 or for any Renewal Term in accordance with its then-current Additional Support Charges (as published from time to time by the Company), together with any third party costs incurred investigating the same.

10.4   The Company shall provide the Support Services in accordance with Schedule 3.

11. SERVICE LEVELS AND SERVICE CREDITS

11.1   The Company shall use its reasonable endeavours to make the Hosted Service available to the relevant Service Levels.

11.2   The Company shall not be liable for any failure to provide the Hosted Service in accordance with the Service Levels where the reason for the failure is due to:

   11.2.1   a breach by the Customer of its obligations under this Agreement;

   11.2.2   any negligence, wilful or fraudulent act or omission of or by the Customer, its officers, employees, agents or contractors;

   11.2.3   an act or omission of or by a third party (other than a subcontractor of the Company) including without limit the Customer's third party telecommunications or systems provider ; or

   11.2.4   an event of force majeure pursuant to Clause 22.

11.3   If the Company fails to provide the Hosted Service in accordance with the Service Levels the Customer may be entitled to claim and the Company shall pay the Service Credits in accordance with Schedule 2.

11.4   The Service Credits shall be the Customer's sole remedy in respect of any loss arising from or relating to such Service Level failure to which such Service Credits relate.

11.5   Any single or repeated failure to achieve any Service Level shall not be deemed to be an irremediable material breach or a remediable material breach and the Customer shall not be entitled to terminate this Agreement pursuant to Clause 19.1.1.

11.6   In the event that the Hosted Service and/or Mobile and Browser Software:

   11.6.1   is unavailable for a continuous period of five working days or more on more than one occasion during any period of 12 months, and/or;

11.6.2 is unavailable for a continuous period of 24 hours or more on more than one occasion in a period of 3 months;

such events shall be considered to be irremediable breaches of the Agreement giving the Customer the right to terminate this Agreement by giving notice on the occurrence of such events pursuant to clause 20.1.1.

12. CUSTOMER OBLIGATIONS

12.1 The Customer shall:

12.1.1 only use the Software and Services in accordance with the terms of the Agreement for its own internal purposes;

12.1.2 use the Software and Services in accordance with the Company's reasonable instructions and any laws, regulations and licenses which may apply to the Customer's use of the Software and Services (or any Customer Equipment on which the Software is loaded) from time to time;

12.1.3 obtain any relevant consent and approvals for the integration and use of any equipment associated with the Software and/or Services;

12.1.4 ensure that prior to any proposed Service Commencement Date, the Customer Equipment used in the delivery of and access to the Services has sufficient bandwidth capacity and is of a sufficient quality and connectivity for the provision of the Services;

12.1.5 provide the Company with up-to-date information, co-operation and support as the Company shall reasonably require pursuant to this Agreement;

12.1.6 comply with the AUP;

12.1.7 ensure that any Customer Equipment it connects (directly or indirectly) to the Services is technically compatible with the Services and approved for such purposes under any relevant legalisation and that the equipment shall not interfere with the operation of the Services; and

12.1.8 be liable to the Company for the acts and omissions of the Users.

The Customer's compliance with this Clause 12.1 shall be entirely at the Customer's cost.

12.2 The Customer warrants that the Customer's named contacts in the Order Form (and any replacement contacts) have the appropriate level of authority to enter into agreements relating to the purchase of the Software and Services.

12.3 If it becomes aware that the Services are being used contrary to the AUP the Company shall promptly notify the Customer of any such non-compliance and the Customer shall cease such activities and shall ensure that sufficient steps are taken to prevent the repetition of such non-compliance. The Customer shall indemnify and keep the Company indemnified and hold the Company harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer (including its employees, agents, contractors and customers) of the AUP.

13. STAFF AND CONTRACTORS

The Company will ensure that the staff employed in the provision of the Software and/or Services possess appropriate skills and experience. The Company reserves the right to replace any staff assigned to the provision of the Software and/or Services.

14. INTELLECTUAL PROPERTY

14.1 All Information of the Company and all Intellectual Property in the Software and in or arising from the Services (other than Content) shall be and shall remain at all times the exclusive property of the Company or relevant third party and the Customer shall acquire no right, title or interest in or to the same and shall use such items solely for the purpose of receiving and using the Software or Service.

14.2 The Information of the Customer and all Intellectual Property in the Content shall be and shall remain the exclusive property of the Customer or relevant third party and the Company shall acquire no right, title or interest in or to the same. The Company shall use such items solely for the purpose of providing the Services.

14.3 The Customer shall indemnify and keep the Company indemnified and hold the Company harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses (including legal fees) which may be suffered or incurred by the Company in connection with any claim that the whole or any part of the Content, Information of the Customer or other Customer items from time to time infringe the Intellectual Property or other rights of any third party.

15.   WARRANTIES

15.1 The Company warrants that (except to the extent to which the Services incorporate the Content and other information, data, materials and items from time to time supplied by the Customer (in respect of which no warranty is given by the Company)) the Customer's receipt and use of the Services and the Software in accordance with the terms of this Agreement will not infringe the Intellectual Property or other rights of any third party.

15.2 The Company does not warrant that the Services or the Software:

15.2.1   will be uninterrupted or error-free; or

15.2.2   will meet the requirements of the Customer.

15.3 Save as expressly provided for in this Agreement, all warranties, conditions, obligations or terms which would otherwise be implied into a contract by statute, custom or law are hereby excluded to the maximum extent permitted by applicable law.

16.   INDEMNITY

16.1 The Company will defend and indemnify the Customer for any damages finally awarded against the Customer as a result of a breach of the warranty in Clause 15.1 (a "**Claim**") provided that:

the Customer shall:

16.1.1   give the Company written notice of any Claim;

16.1.2   allow the Company to assume control of the negotiation, defence and settlement of each Claim and not make any admissions or compromise in relation to the same; and

16.1.3   at the Company's expense, give the Company such assistance as the Company may reasonably require in the negotiation, defence, settlement or compromise of each Claim.

16.2 The Company may, in its sole discretion:

16.2.1   procure the right for the Customer to continue using the Services; or

16.2.2   replace, vary or modify the Services so that it no longer infringes the rights of any third party (provided that such replacement, variation or modification shall not materially detrimentally affect the Services).

17. DATA PROTECTION

17.1 To the extent that pursuant to this Agreement any personal data is passed by one Party who is the data controller in respect of that personal data to the other Party who is a data processor (as the terms personal data, data controller and data processor are defined in the Data Protection Act 1998) the data processor shall only act on the written instructions from the data controller regarding the processing of such personal data and ensure that reasonable technical and organisational measures shall be taken to protect personal data against unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

17.2 Upon a Party's written request, the other Party shall promptly destroy such of the other Party's information and personal data in its possession or control as specified by the requesting Party.

18. CONFIDENTIALITY

18.1 Subject to the remainder of this Clause 18, neither the Customer nor the Company shall, without the other Party's prior written consent, disclose to any third party Information (other than the business name of the other Party) which comes to that Party's attention pursuant to this Agreement. Each Party shall only use the Information of the other Party to exercise its rights and/or perform its obligations under this Agreement.

18.2 The Customer agrees that the Company may disclose the Information of the Customer to any relevant third party to the extent reasonably required by such third party in order to allow provision of the Software and/or Service.

18.3 The provisions of Clause 18.1 shall not apply to information which:

18.3.1 is in or comes into the public domain otherwise than by breach of this Agreement;

18.3.2 is in the other Party's possession prior to the commencement of negotiations for this Agreement as shown by written evidence that predates the date of such negotiations;

18.3.3 is or was lawfully received from a third party not under an obligation of confidentiality in respect of the same as shown by written evidence that predates the date of this Agreement;

18.3.4 was developed independently of and without reference to the other Party's Information; or

18.3.5 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required), in which case each Party shall promptly notify the other Party of any such disclosure requirement.

18.4 The Company shall be entitled to publicise that the Customer has licensed the Software and purchased the Services from the Company in its advertising or promotional materials, press releases, tenders, proposal, speeches, articles and other similar materials for the duration of this Agreement.

18.5 Each Party shall be entitled to divulge the other Party's Information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same in connection with this Agreement provided that the receiving Party shall ensure that such persons are aware of and, shall procure that such persons comply with, these confidentiality obligations.

18.6 The restrictions contained in this Clause 18 shall continue to apply after termination or expiry of this Agreement without limit in time.

18.7 The Customer agrees that it shall not itself, or through any subsidiary or agent or otherwise, use the Information to sell, sub-license, market, distribute, develop or otherwise deal with any products and/or services which are comparable to the Software and/or Services.

18.8 The Customer agrees that the Company may text and or email each Licence User once each month, in each instance, to request a response to confirm that the Mobile and Browser Software is functioning; and to advise the Users of the features, functionality, support and training available, to maximise the benefits of use to the Customer.

19. TERMINATION

19.1 A Party shall have the right to terminate this Agreement at any time on immediate notice to the other Party in the event that the other Party:

19.1.1 commits an irremediable material breach of this Agreement, persistently repeats a remediable material breach or commits any remediable material breach and fails to remedy it within thirty (30) days of receipt of the notice of the breach requiring remedy of the same; or

19.1.2 if the Customer makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or elsewhere; or

19.1.3 if the Customer ceases or threatens to cease to carry on business; or

19.1.4 if the Company reasonably apprehends that any of the events specified in Clause 19.1.2 is about to occur in relation to the Customer and notifies the Customer accordingly.

19.2 The Company may terminate this Agreement (or any part of it) the Software or Service provided pursuant to this Agreement (or any part of them):

19.2.1 by serving written notice on the Customer with immediate effect, if termination is required for legal or regulatory reasons;

19.2.2 by serving written notice on the Customer with immediate effect, or after any period that the Company specifies, if the Company, acting reasonably, has reason to believe that the Services are being used or are likely to be used for the sending, storage or reproduction of any defamatory, obscene, offensive, abusive or menacing material or in such a way as to threaten the Company's ability to provide the Services to the third party;

19.2.3 on serving thirty (30) days prior written notice to the Customer if the Company or its third party suppliers no longer operates or provides any or all of the products or services used in relation to the Software or Services or intends to cease operating or providing any or all of such products or services in the immediate future; or

19.2.4 if following thirty (30) days written notice any amount owed by the Customer remains unpaid after the due date for payment.

19.3 The Customer may terminate this Agreement at any time within the Trial Period, with immediate notice, provided it shall pay the Charges for the Service provided to it by the Company for the whole Trial Period.

19.4 The termination of this Agreement shall be without prejudice to the accrued rights and liabilities of either Party subsisting under this Agreement prior to termination.

19.5 The Company may at its sole discretion suspend immediately the provision of the Services (or any part of them) until further notice on notifying the Customer either orally (confirming such notification in writing) or in writing if:

19.5.1 the Company is entitled to terminate this Agreement; or

19.5.2 the Company is instructed or requested to do so by the Government, an emergency services organisation, or other competent authority.

19.6 Any suspension of the Services shall not exclude the Company's right subsequently to terminate this Agreement.

20. CONSEQUENCES OF TERMINATION

20.1 Except in the event of termination of this Agreement by the Customer pursuant to Clause 19.1, or by the Company pursuant to Clause 19.2, where this Agreement is terminated or otherwise brought to an end, the Customer shall immediately pay:

20.1.1 all costs incurred by Company in respect of terminating any third party contract pursuant to which the Software and/or Service is provided; and

20.1.2 the Charges not yet paid which would otherwise have been payable by the Customer in respect of the remainder of the Initial Term or the Renewal Period (as applicable)

(together the "**Termination Payment**"). The Customer acknowledges and agrees that the Termination Payment is based upon the Company's revenue expectation which was reflected in the Charges and is not a penalty.

20.2 Upon termination of this Agreement for any reason, the Customer shall:

20.2.1 immediately cease to make use of the Services and Software;

20.2.2 immediately pay any outstanding invoices together with any relevant Termination Payment;

20.2.3 promptly remove any Software from the Customer Equipment and provide written certification to the Company that this has been done;

20.2.4 return or certify to the Company that it has destroyed any and all copies of the Software on the Customer Equipment;

20.2.5 return to the Company any hardware or other equipment owned by the Company and, if in the Company's reasonable opinion such equipment is not returned in a serviceable condition (subject to fair wear and tear), the Customer shall pay to the Company a sum which is equal to the value of the cost of repairing or, where necessary, replacing such equipment; and

20.2.6 either return or destroy all of the Company's Information or any document containing part thereof, together with all copies of such Information (including, to the extent reasonably possible, all electronic copies) and shall on reasonable request provide written confirmation that such steps have been taken.

20.3 Upon termination of this Agreement for any reason, the Company may, without notice to the Customer, and on the expiry of fifteen (15) Working Days from the date of termination, purge all Customer Information from its systems save to the extent it is reasonably necessary to retain a copy of such Customer Information for the Company's audit or insurance purposes.

20.4 Clause 8 (Charges and Payment), Clause 12 (Customer Obligations), Clause 14 (Intellectual Property), Clause 16 (Indemnity), Clause 17 (Data Protection), Clause 18 (Confidentiality), Clause 20 (Consequences of Termination), Clause 21 (Liability) and Clause 27 (Disputes, Jurisdiction and Governing Law) and other terms and conditions forming part of this Agreement which are agreed by the Parties to survive termination or which by their nature are clearly intended by the Parties to survive termination, shall survive and continue in full force and effect.

21. LIABILITY

21.1 Nothing in this Agreement shall exclude or limit the Company's liability for:

    21.1.1 death or personal injury caused by its (or its employees', agents' or contractors') negligence; and

    21.1.2 fraud or fraudulent misrepresentation; and

    21.1.3 any other liability the exclusion or limitation of which is not permitted by English law.

21.2 Without prejudice to Clause 21.1 above, the Company's entire liability for damage to the tangible property of the Customer, caused by its negligence or the negligence of its employees, contractors and agents, shall not exceed one hundred thousand pounds (£100,000) per event or series of connected events and two hundred and fifty thousand pounds (£250,000) in the aggregate for all events in any twelve (12) month period.

21.3 Without prejudice to Clause 21.1 above, the Company shall not be liable to the Customer for any:

    21.3.1 loss of profits, business, revenue, reputation or goodwill;

    21.3.2 loss of data;

    21.3.3 any wasted expenditure; or

    21.3.4 any indirect; consequential or special loss whatsoever and howsoever arising,

whether or not such losses were within the reasonable contemplation of the Parties at the Effective Date.

21.4 Subject to Clauses 21.1, 21.2 and 21.3, and excluding the obligation to pay the Charges and any Service Credits, the Company's entire liability under or in connection with this Agreement whether for negligence, breach of contract, misrepresentation or otherwise shall be respectively limited, in respect of all claims arising from a single event or a series of connected events in any period of twelve (12) months, to the greater of (i) the total Charges payable by the Customer under this Agreement during such twelve (12) month period and (ii) five thousand pounds sterling (£5,000).

22. FORCE MAJEURE

The Company shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of either Party or any third party), failure of a utility service or transport network, Act of God, war, national emergency, riot, act of terrorism, civil commotion, protest, malicious damage, compliance with any law or governmental order, rule, regulation or direction, failure to obtain any governmental or regulatory licence for the provision of any Service, accident, breakdown of plant or machinery, fire, explosion, flood, storm or default of suppliers or subcontractors, provided that, if the event in question continues for a continuous period in excess of 90 (ninety) days, the Customer shall be entitled to give notice in writing to the Company to terminate this Agreement.

23. NOTICES

23.1 Notices sent in respect of any matter arising in respect of this Agreement shall be in writing and must be sent either by:

    23.1.1 pre-paid first class post; or

    23.1.2 delivered by hand; or

    23.1.3 fax; or

23.1.4   email.

23.2   A notice shall be sent or delivered to the address, fax number or email address (as appropriate) specified on the Order Form or such other address, fax number or email address notified by one Party to the other from time to time.

23.3   Notice is deemed given:

23.3.1   in the case of hand delivery – at the time the delivery is made;

23.3.2   in the case of posting– two (2) Working Days after the notice is posted;

23.3.3   in the case of fax – at the time of transmission provided confirmation of uninterrupted and error free transmission is received by the sender; and

23.3.4   in the case of email - at the time when the sender receives either a read receipt or a telephone call from the recipient confirming receipt of the email, whichever is earlier.

24.   VARIATION

24.1   The Company shall have the right to vary this Agreement (including the specification of the Software and/or Services or the Charges) from time to time:

24.1.1   on no less than sixty (60) days' written notice to the Customer; or

24.1.2   immediately on written notice to the Customer when this is required to comply with (i) any regulations or requirements imposed upon the Company or its suppliers under its Permissions or by any competent authority and/or (ii) any applicable statutory or regulatory requirements

provided that if the Customer does not accept any amendments that materially change this Agreement (save in respect of the Charges) the Customer may terminate this Agreement upon at least fourteen (14) days' written notice to expire on or before the date on which the variation shall become effective as set out in the Company's notice. Time shall be of the essence in respect of receipt of the Customer's notice.

25.   ASSIGNMENT AND SUBCONTRACTING

25.1   The Company may enter into subcontracts for the performance of its obligations under this Agreement.

25.2   The Company may at any time assign or transfer this Agreement and/or any of its obligations thereunder, in whole or in part upon serving notice on the Customer.

25.3   The Customer shall not assign, purport to assign or otherwise transfer this Agreement and/or any of its obligations thereunder, in whole or in part, without the Company's prior written consent (such consent not to be unreasonably withheld).

26.   GENERAL

26.1   Unless otherwise stated herein, this Agreement can only be modified by the written and signed agreement of the Parties.

26.2   No delay, neglect or forbearance by either Party in enforcing its rights under this Agreement shall be deemed to be a waiver of, or prejudice, such rights.

26.3   If any part of this Agreement is held unlawful, invalid or unenforceable, that part shall be considered struck out and the remainder of this Agreement shall remain in full force and effect. The Company and the Customer shall work together in good faith to agree an enforceable replacement provision capturing the spirit of the original.

26.4 This Agreement supersedes any prior contracts, arrangements and undertakings between the Parties in relation to the subject-matter thereof and constitutes the entire agreement of the Parties relating to the subject-matter thereof. No terms and conditions set out on any Customer paperwork submitted to the Company pursuant to this Agreement shall have any force or effect. The Customer shall have no remedy in respect of any statement made to it upon which it relied when entering into this Agreement, unless such statement was made fraudulently by the Company.

26.5 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it unless specifically provided for this Agreement.

27. DISPUTES, JURISDICTION AND GOVERNING LAW

27.1 The Parties shall use their best efforts to negotiate in good faith and resolve any dispute arising out of or in relation to this Agreement save that nothing in this Clause 27 will prevent either Party from seeking injunctive or similar relief or commencing court proceedings at any time.

27.2 When either Party considers that a dispute has arisen, each Party shall refer such dispute to a senior member of staff authorised to act on behalf of the relevant Party in relation to such matters (the "**Party Representatives**"). The Party Representatives shall use all reasonable endeavours to resolve the dispute as soon as reasonably practicable.

27.3 If the Party Representatives fail to resolve a dispute within thirty (30) days after reference to it of a dispute, either Party may by notice given to the other request that a dispute is referred to a senior executive of each Party (the "**Executives**").

27.4 If the Executives fail to resolve a dispute within thirty (30) days after reference to them of a dispute, either Party may by notice given to the other refer the dispute to mediation in accordance with Clause 27.5.

27.5 If the Executives fail to settle a dispute or agree a course of action for its settlement within thirty (30) days after reference to them of a dispute, the Parties may attempt to settle it by mediation in accordance with the CEDR (Centre for Effective Dispute Resolution) Model Mediation Procedure. Unless otherwise agreed between the Parties in writing, the mediator will be appointed by CEDR. To initiate the mediation a Party must give written notice to the other Party to the dispute requesting mediation (the "**ADR Notice**"). A copy of the ADR Notice should also be sent to CEDR Solve. Subject to any constraints imposed by CEDR the mediation will start not later than ten (10) days after the date of the ADR Notice.

27.6 If the matter is not resolved in accordance with Clauses 27.4 or 27.5 within thirty (30) days of the initiation of the relevant procedure, the dispute shall be referred to the English courts and the Parties hereby submit to its exclusive jurisdiction.

27.7 This Agreement (and any associated non-contractual disputes or claims) shall be governed by, and interpreted in accordance with the laws of England and Wales.

SCHEDULE 1

CHARGES

INSERT ORDER FORM HERE

Unless otherwise specified in the Order Form, the Integration Charges, Standard Training Charges, and Additional Support Charges shall be as set out below.

Type of Charge	Cost
Bespoke development	Any additional development will be; £225 per hour or £1,500 per day
Standard Training Charges	£795 per day plus travelling @ 40p per mile
Extended Support	£900 for 4 Non Fault tickets (refunded if not used)

SCHEDULE 2

HOSTING SERVICES

1. **Description**

   a. The Company shall:

      i. provide the appropriate infrastructure to deliver the Services in accordance with this Agreement;

      ii. manage the Hosting Services and provide reasonable support and assistance as described in this Agreement;

      iii. use its reasonable endeavours to back up the Customer data on a daily basis save that nothing in this Agreement shall relieve the Customer of its responsibility to keep any back-up copies of data it may require;

      iv. provide the Customer access connectivity to the Data Centre for the purpose of using the Hosting Service via the Mobile and Browser Software. For the avoidance of doubt the Company's responsibility will end where the data exits the Data Centre and traverses the external network (the Internet backbone);

      v. use its reasonable endeavours to ensure that the Customer information stored at the Data Centre is secure;

      vi. provide to the Customer a statement relating to the service management process including day to day support and maintenance;

      vii. provide remote access to and use of the Software residing in the Data Centre; and

      viii. provide a web based browser and a separate web based Customer Portal relating to the Service Management Process which may be accessed by the Privileged User.

   b. The Customer shall be responsible for providing the End User with:

      i. a compatible personal computer or mobile device capable of running the Software and supporting the Hosting Service, unless otherwise specified on the Order Form or agreed in writing by the Parties; and

      ii. the required fixed or wireless connectivity to connect to the Hosting Service, unless otherwise specified on the Order Form or agreed in writing by the Parties.

2. **Service Levels and Service Credits**

   a. The Hosting Service shall be provided twenty four (24) hours a day, three hundred and sixty five (365) days a year.

   b. The Company shall use its reasonable endeavours to ensure that Service availability is 99.00% during Normal Business Hours.

   c. The Service shall be deemed to be unavailable where the Company and/or the Customer is unable to deliver IP packets to and from the Data Centre save where such failure is as a result of:

      i. the fault or negligence of the Customer or of any third party which is beyond the Company's reasonable ability to control;

      ii. the Customer failing to update the Software, attempting to remove any defects or deal with any errors in the Software or carrying out any development, enhancement or variation to the Software;

iii. failure of the Software caused by incorrect loading of data (other than by the Company) or due to viruses or anti-virus software introduced by the Customer;

iv. the Customer failing to comply with the terms of this Agreement or using the Hosting Service outside of or in excess of its authorise parameters of usage or its specification;

v. the Software no longer being a current release or no longer supported by the Company's design authority;

vi. a fault in, or any other problem associated with, any other telecommunications system, third party IT applications, operating system, or data network not operated by the Company;

vii. any fault or any other problem associated with the Customer Equipment or Customer Management System;

viii. incidents caused by User error or amendment or upgrade of the Customer Equipment other than by the Company;

ix. a force majeure event; or

x. any planned or emergency maintenance.

d. Service Credits shall be payable where availability of the Hosting Service falls below the Service Levels as specified in the table below.

Availability	Service Credit (% of the Licence Fee payable for affected Users)
>99.00%	0%
<99.00% to 97.00%	6%
<97.00% to 93.00%	14%
<93.00%	22%

SCHEDULE 3

SUPPORT SERVICES

1 Second Line Support

Description of Service

a. The Company shall provide the Support Services in respect of:

   i. all Faults found to have occurred with the Software or Services and the Support Services free of charge;

   ii. any Non fault Case that takes more 10 minutes to resolve will be resolved in accordance with the Extended Support provided by the Company

b. The Company shall provide the following second line support services in accordance with this Schedule 3 during Normal Business Hours:

   i. a single point of contact for all requests for support via a Customer Portal.

   ii. perform User authorisation;

   iii. receive Cases from the Customer (provided they are reported in English) as described in the Services Management Process;

   iv. record Cases and update the Customer Portal;

   v. each Case raised by the Customer shall be provided with a unique Case reference number (a "Trouble Ticket") that must be used in all correspondence pertaining to that Case;

   vi. keep the Privileged User (or if a different person, the originator of the Case) informed of the progress and necessary variations to the Case;

   vii. retain ownership of Cases until closed; and

   viii. contact the Privileged User (or if a different person, the originator of the Case) to confirm completion or resolution of a Case after its closure. A Case shall be closed upon the provision of a fix or a work-around (or identification that the alleged fault is not related to the Software or Services).

c. The Company shall not be required to provide the second line support services where:

   i. an incident does not immediately affect use of the Software or Services;

   ii. the Customer fails to update the Software (or uses a release of the Software no longer supported by the Company's design authority), attempts to remove any defects or deal with any errors in the Software or carries out any development, enhancement or variation to the Software;

   iii. the alleged fault is not related to the Software or Services;

   iv. the Software failure is caused by incorrect loading of data (other than by the Company) or due to viruses or anti-virus software introduced by the Customer;

   v. the Customer fails to comply with the terms of this Agreement or uses the Software or Services outside of or in excess of its authorised parameters of usage or its specification;

     vi.   there is a fault or other problem associated with, the Customer Equipment, Customer Management System, any other telecommunications system, third party IT applications, operating system, or data network not operated by the Company; or

     vii.   the incident is caused by User error or amendment or upgrade of the Customer Equipment other than by the Company.

d. In order to enable the Company to provide the second line support services the Customer shall:

     i.   provide remote access to its Customer Equipment and/or Customer Management Systems. The Company shall be entitled to carry out a Site visit, if in the Company's sole discretion it is reasonably required; and

     ii.   ensure that the Privileged User has logged each Case via the Customer Portal (or where unavailable, via telephone or email).

Escalation of Faults

e. The Company will provide regular updates on the status of a Case at a frequency to be agreed at the time, except that for a total outage the Company shall provide updates in every two working hours.

f. The Company shall escalate Cases on the basis of their severity and the impact on use of the Software or Service in accordance with the Case Escalation and Resolution Process described in Schedule 4.

g. The Privileged User can log into the Customer Portal at any time to check on the status of Cases or, where unavailable, request details by telephone or email using the contact details set out in Table 1 below.

Table 1

Path	Escalation Point	E-mail	Telephone
1	Support engineer	helpdesk@rekoop.com	+44 161 438 1144
2	Multiple support engineer	helpdesk@rekoop.com	+44 161 438 1144
3	Chief Operational Office	helpdesk@rekoop.com	+44 161 438 1144
4	Chief Executive Officer	helpdesk@rekoop.com	+44 161 438 1144

Response to Faults

h. The Company shall respond promptly to a Fault reported by the Privileged User and shall work expeditiously during Normal Business Hours to resolve such Faults as soon as reasonably practicable having regard to the severity of the Fault.

2 Maintenance

a. Maintenance shutdowns of the Hosted Service may occasionally be necessary for the Company to carry out essential maintenance or Service upgrades.

b. This will be kept to a reasonable minimum by the Company which shall use its reasonable endeavours to carry out such work outside Normal Business Hours.

c. Save in the case of emergency maintenance, the Company shall use reasonable endeavours to provide the Customer with ten (10) Working Days verbal or written notice of any planned maintenance.

3 Updates

a. From time to time, the Company may make updates to the Software available to the Customer. The Company shall not be liable for any breach of this Agreement or failure to meet the Service Levels if such breach or failure would have been avoided by the use by the Customer of the most recent version of the Software made available to the Customer.

b. The Customer shall ensure that it makes the Customer Equipment physically or logically available to the Company (including but not limited to sending mobile devices to the Company at the Customer's own cost) as and when and to the extent reasonably necessary to effect any updates.

c. The Company reserves the right to refuse to provide the Support Services at any time without refunding any monies paid by the Customer:

   i.   if any attempt is made, other than by the Company, to remove any defects or deal with any errors in the Software; or

   ii. if any development, enhancement or variation of the Software is carried out other than by the Company; or

   iii. where, in the reasonable opinion of the Company, the Customer Equipment has ceased to be capable of running the Software or using the Service successfully for any reason.

SCHEDULE 4
SERVICE MANAGEMENT PROCESS

Customer shall contact Company via helpdesk@rekoop.com for all service related queries and once a case is assigned it will follow the process below.

Case Escalation and Resolution Process