DATED

(1) <<   >>

(2) <<   >>

APPLICATION SERVICE PROVIDER (ASP) AGREEMENT

THIS AGREEMENT is made the   day of

BETWEEN:

(1)   <<Name of Service Provider>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Service Provider") and

(2)   <<Name of Customer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Customer")

WHEREAS:

(1)   The Service Provider hosts and provides access to the Applications described herein in its capacity as an Application Service Provider.

(2)   The Customer wishes to access the Applications described herein as hosted by the Service Provider under a non-exclusive Licence, from a remote location, in return for the payment of a monthly fee and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpretation**

       1.1   In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Applications"	means the selected software applications provided by the ASP which shall be available to the Customer, as set out in Schedule 2 of this Agreement;
"ASP Infrastructure"	means the Service Provider's computer hardware, firmware, software and communications infrastructure which is used to facilitate access to the Applications by the Customer;
"Business Day"	means any day other than Saturday or Sunday that is not a bank or public holiday;
"Business Hour"	means any time between <<e.g. 09:00>> and <<e.g. 18:00>> on a Business Day, during which the Service Provider is open for business;
"Commencement Date"	means <<Insert date of Agreement>>;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement;
"Customer Computer Systems"	means the Customer's computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be used;

"Customer Data"	means ... e Customer or to third parties ... er under licence which is created ... or otherwise stored in the ASP I...
"Fees"	means ... e Customer in return for access ... ASP Infrastructure and suppo... e Service Provider in accord... 12 and Schedule 1 of this Ag...
"Intellectual Property Rights"	means ... d future intellectual proper... limited to copyright, trade ... sign rights (whether registe... nts, know-how, trade secrets ... database rights;
"Non-Customer User"	means ... Customer who may not use the ... of written consent from the Se... -Clause 10.4;
"Service"	means ... tions, ASP Infrastructure and su... by the Service Provider to the Cu...
"Users"	means ... tomer who shall, from time to ... tions through the ASP Infra...

1.2 Unless the context otherwis... e in this Agreement to:

   1.2.1 "writing", and any o... udes a reference to any communication effe... acsimile transmission or similar means;

   1.2.2 a statute or a provis... ference to that statute or provision as amende... evant time;

   1.2.3 "this Agreement" is ... eement and each of the Schedules as amend... e relevant time;

   1.2.4 a Schedule is a sche... nd

   1.2.5 a Clause, sub-Claus... rence to a Clause of this Agreement (other th... paragraph of the relevant Schedule.

1.3 The headings used in this A... ience only and shall have no effect upon the interpreta...

1.4 Words imparting the singula... e plural and vice versa.

1.5 References to any gender s... der.

2. **The Service**

2.1 The Service Provider shall, ... mencement Date, provide the Service to the Custome... sis for the duration of the

Term of this Agreement an   e terms and conditions of this Agreement.

2.2   The Service Provider shall p   lications through the ASP Infrastructure and shall use   ndeavours to ensure that such access is available, wi   urs a day, 7 days a week, 365 days a year.   This   ubject to the exceptions contained in Clauses 4, 12,   ent.

3.   **Term**

3.1   The Service will be provide   r during the term of this agreement (the "Term"), wh   the Commencement Date and will continue until <   otherwise terminated in accordance with Clause 19

3.2   The Term may be renewe   d conditions as set out in this Agreement for a furthe   ths] OR [years] upon the mutual consent of both Parti

4.   **Fees and Payment**

4.1   The Fees due for the Servic   le 1 to this Agreement.

4.2   The Customer shall pay to   l Fees due within <<e.g. 30>> days of receipt of an i   rovider for the same.

4.3   In the event that the Custo   Fees due within the time period specified in sub-Clau   e Provider shall suspend the Customer's use of the   ans it deems appropriate, subject to the requiremen   disrupt any other of the Customer's operations.

4.4   In the event that the Custon   o-Clause 4.3 then, without prejudice to sub-Clause 4.3   interest from the due date until payment is made in fu   any judgment, at <<e.g. 3>>% per annum over the B   e obtaining at the time.

4.5   The Service Provider reserv   es from time to time as it may deem appropriate. The   30 days' written notice of any such variation. Such   fect upon expiry of such notice.

5.   **The Applications**

5.1   The Applications to which   e access are detailed in Schedule 2 to this Agreeme

5.2   The Customer is free durin   ement to either add to or remove from the selection   to availability of required applications from the Ser   Fees shall be amended accordingly in the event of s

6. **Training**

In the event that any Users require [text obscured] the Applications, it shall be the responsibility of the Customer [text obscured] are appropriately trained and to bear any costs associated w[text obscured] Service Provider shall not provide any training of any kind [text obscured] ropriate courses and / or materials].

7. **Security**

7.1 The Service Provider shall [text obscured] s the ASP Infrastructure includes <<Insert a full de[text obscured] asures such as firewalls, reserve power, redundant s[text obscured]

7.2 The Service Provider shall [text obscured] ackups of all data on the ASP server. Such backups [text obscured] rt description of media>>. All <<Insert description of [text obscured] d <<Insert description of storage, e.g. fireproof safe, [text obscured]

8. **Maintenance**

8.1 The Service Provider shall b[text obscured] ntenance and upgrades to the ASP Infrastructure which [text obscured] e required.

8.2 Subject to the provisions of [text obscured] r shall be responsible for all maintenance and upgrad[text obscured] puter Systems which may from time to time be required[text obscured]

8.3 [Whenever possible, the Se[text obscured] e its best and reasonable endeavours to undertake [text obscured] side of the Customer's business hours.]

OR

[Unless maintenance is corr[text obscured] ance shall only take place at scheduled times. The sc[text obscured] es under this Agreement shall be <<Insert relevar[text obscured] ormation>>. Corrective maintenance shall be under[text obscured] red.]

8.4 Unless maintenance is corre[text obscured] ice Provider shall provide at least << >> Business D[text obscured] enance which may affect the Customer's use of the [text obscured] rovider shall use it's best and reasonable endeavours [text obscured] ce as possible in the case of corrective maintenance, [text obscured] ice may not always be possible.

8.5 Where maintenance will dis[text obscured] vice Provider shall aim to complete all necessary wo[text obscured] ss Hours or as soon as possible thereafter where re[text obscured] t possible.

8.6 Whenever possible, the Se[text obscured] de a workaround solution to the Customer to enable [text obscured] d use of the Service or to enable use that is as clos[text obscured] ible under the prevailing circumstances.

9. **Software Licences**

9.1 The Customer shall use _____ a non-exclusive, non-transferrable licence, as se_____. This licence permits a maximum number of << >>_____ Applications at any given time and such access is o_____ <Insert description of the means of access, e.g. HTML_____ etc.>>.

9.2 All Applications provided b_____ are the property of the Service Provider unless oth_____ covered by the terms of the licence included in this A_____cations are the property of a third party, the relevant li_____tions shall be annexed to this Agreement in Schedule

9.3 Where Applications are the_____rty, the Service Provider warrants that they have all _____-licence such applications to the customer for the pu_____nt and for use under its terms.

10. **Applications and ASP Infrastruct**

10.1 Under this Agreement, as _____ 9.1 above, a maximum number of << >> Users _____cations through the ASP Infrastructure at any given ti

10.2 Users' access to the App_____P Infrastructure shall be controlled by means of <<I_____ss control, e.g. username and password, IP validation

10.3 Should the Customer requi_____m number of Users, such an increase shall be perm_____discretion of the Service Provider. The Service _____right to increase Fees proportionately, in accordan_____e event of an increase in the maximum number of Us

10.4 Use by Non-Customer Use_____er this Agreement in the absence of express written _____e Provider, such consent not to be unreasonably wi_____ovider may require such details as the reason that ac_____and ASP Infrastructure is required by the Non-Custo_____Non-Customer User and other information which may_____ time.

10.5 The Customer shall use the_____the purposes of carrying on its business of <<Insert _____er's business to the level of detail reasonably required_____>>.

10.6 [The Service Provider shall_____s use of the Applications and ASP Infrastructure from_____compliance with the terms and conditions of this Agr_____easonable Usage Policy annexed to this Agreement _____vent that the Customer's use of the Service exceed_____able by the Reasonable Usage Policy, the Service _____ight to increase Fees, in accordance with Schedule _____riate, supplying 30 days' written notice to the Custom

10.7 The Customer may only acc_____ailed in Schedule 2 to this Agreement. No access to_____P Infrastructure shall be permitted in the absence _____nission from the Service Provider.

10.8 The Customer is exclusively [...] of the Service, including the conduct of individual [...] de any authorised Non-Customer Users) and mus[...] in accordance with this Agreement. The Custome[...] Provider immediately of any breaches of this Agreem[...]n-Customer Users.

10.9 Access to the Applications is [...] <<Insert description of the means of access, e.g. HT[...]are etc.>>, via the ASP Infrastructure. Under no ci[...]ustomer download, store, reproduce or redistribute [...] other part of the ASP Infrastructure, without first [...] written permission of the Service Provider.

10.10 The Customer's use of the A[...]rastructure may, from time to time, be governed by [...] rules and requirements external to the terms and [...]eement. It shall be the Customer's exclusive respo[...]eir use of the Service is in compliance with any such la[...]

10.11 The Customer's use of the S[...]o the following limitations, any of which may be waiv[...]ider giving their express written consent:

10.11.1 The Customer may [...] Applications or the ASP Infrastructure for th[...]ing the business of an Application Service P[...]

10.11.2 The Customer may [...]duce the Applications or the ASP Infrastructu[...]nd

10.11.3 The Customer may [...]sed third party to access the Applications or th[...]

10.12 Neither the Customer, nor [...] may, in the absence of written consent from the Ser[...]

10.12.1 Make changes of [...]plications or the ASP Infrastructure; or

10.12.2 Attempt to correct a[...]t in the Applications or the ASP Infrastructure.

11. **Customer Computer Systems**

11.1 Prior to commencement of [...] Provider shall conduct a full inspection and inventor[...]puter Systems to ensure compatibility with the Applic[...]cture. Where appropriate, the Service Provider may [...] for upgrades and other alterations. Any such recom[...]esented in a written report to the Customer.

11.2 The Service Provider may [...]e physical access to the Customer Computer Syste[...]f inspecting, testing and upgrading the Customer Co[...]re their compatibility with the Applications and ASP I[...]ss shall be granted by the Customer only upon receipt [...]n the Service Provider.

11.3 The Service Provider shall [...]s during the term of this Agreement to access the [...]ystems remotely for the purposes of inspecting, te[...]the Customer Computer

Systems to ensure their [obscured] Applications and ASP Infrastructure.

11.4 Where, in the opinion of th[obscured] tomer Computer Systems are likely to cause disruptio[obscured] ure, the Service Provider may request that the Custo[obscured] e ASP Infrastructure until advised that reconnection [obscured] ce Provider may require changes such as upgrades [obscured] ment to be made to the Customer Computer System[obscured]

11.5 In the event of any unauth[obscured] stomer of Applications or the ASP Infrastructure, in b[obscured] 8 or otherwise the Service Provider shall be entitled to [obscured] nitely or temporarily as it deems appropriate and to [obscured] nent in accordance with Clause 19 below.

11.6 The Customer shall ensu[obscured] Computer Systems are connected to a third party [obscured] service, communications system or network in such [obscured] ce may be accessed by unauthorised third parties.

12. **Support**

12.1 The Service Provider shall [obscured] [and live online] support services during their normal [obscured] ert normal business hours e.g. 09:00 to 18:00 Monday [obscured] ess hours to [include] OR [exclude] public holidays. T[obscured] the Service Provider shall relate only to the Applicatio[obscured] ure. Any problems which are related to Customer [obscured] ust be resolved by the Customer's own support sta[obscured]

12.2 In addition to the standar[obscured] in sub-Clause 12.1, the Service Provider shall also [obscured] [and live online] support services outside of their nor[obscured] sert description of support times, e.g. 24 hours, 08:00 [obscured] dditional support services shall be available at additio[obscured] er at the rates set out in Schedule 1.

12.3 When seeking support th[obscured] its best and reasonable endeavours to provide the[obscured] sible to aid the Service Provider in diagnosing an[obscured] Applications or the ASP Infrastructure.

12.4 The Service Provider shall [obscured] rt problems within << >> Business Hours or as soon [obscured] ere resolution in that time is not possible.

12.5 Whenever possible, the Se[obscured] de a workaround solution to the Customer to enable t[obscured] d use of the Service or to enable use that is as clos[obscured] ible under the prevailing circumstances.

13. **Intellectual Property**

13.1 Subject to sub-Clause 13.2[obscured] y Rights subsisting in the Applications and the ASP [obscured] any supporting software and documentation are the [obscured] rovider. For the purposes

of this Clause 13, 'Applicati ure' along with supporting software and documentation manner in which all such material is compiled and pre

13.2 Where expressly indicated rty Rights subsisting in certain Applications includin e and documentation may be the property of named th

13.3 The Customer shall not e after the expiry of this Agreement permit or caus ement of any Intellectual Property Rights covered by by the Customer and its employees of the Service sh ns of this Agreement.

13.4 The Customer shall not, i Service Provider's written consent, reproduce, adapt, eer, or make available to any third party any of the A the ASP Infrastructure, or any other material associat where such activity goes beyond the scope of action ns and conditions of this Agreement.

13.5 Where the Customer either any breach of Intellectual Property Rights covered by be under a duty to inform the Service Provider of such

14. **Customer Data**

14.1 Subject to sub-Clause 14 rty Rights subsisting in Customer Data are and sha he Customer.

14.2 Certain Customer Data ma es. In such cases, the Customer warrants that all used with the consent of relevant third parties.

15. **Confidentiality**

15.1 During the Term of this Ag rmination or expiration of this Agreement for any rea er shall use its best and reasonable endeavours to e Data is kept secure and confidential. The Service P bsence of express written consent from the Customer, a to any third party unless such disclosure is required b Customer shall be notified in writing of the disclosure.

15.2 During the Term of this Agr nation or expiration of this Agreement for any reason ert Period>> starting on <<Date>>], the following to the Party receiving Confidential Information (th om the other Party (the "Disclosing Party").

15.3 Subject to sub-Clause 15.4,

15.3.1 may not use any Co r any purpose other than the performance of t s Agreement;

15.3.2 may not disclose any n to any third party except with the prior written g Party; and

15.3.3 shall make every eff[...]orised use or disclosure of the Confidential Infor[...]

15.4 The obligations of confiden[...]lause 15 (excluding sub-Clause 15.1) shall not apply [...]mation that:

15.4.1 is in the possession [...] disposal of the Receiving Party or is published [...] public domain prior to its receipt by the Receiv[...]

15.4.2 is or becomes public[...]nfidential basis through no fault of the Receiving [...]

15.4.3 is required to be disc[...]aw or regulation; or

15.4.4 is received in good f[...]rty from a third party who, on reasonable enqu[...] Party claims to have no obligations of confide[...]rty in respect thereof and who imposes no obli[...]on the Receiving Party.

15.5 Without prejudice to any o[...] the Disclosing Party may have, the Receiving Party [...]ees that in the event of breach of this Clause the [...] without proof of special damage, be entitled to an [...]quitable remedy for any threatened or actual breach [...] Clause in addition to any damages or other remedies [...]titled.

15.6 The obligations of the Partie[...]f this Clause shall survive the expiry or the terminatio[...]spective of the reason for such expiry or termination.

16. **Liability**

16.1 The Service Provider shall [...]stomer for any indirect or consequential loss the Cus[...]f such loss is reasonably foreseeable or if the Service [...]sed of the possibility of the Customer incurring it.

16.2 The Service Provider's entir[...]r in respect of any breach of its contractual obligatio[...]anty, any representation, statement or tortious act or [...]gence arising under or in connection with this Agreem[...]< >>.

16.3 Notwithstanding any other p[...]nt, the Service Provider's liability to the Customer [...]sulting from the Service Provider's own negligence [...]ployees, agents or sub-contractors shall not be limit[...]

17. **Indemnity**

17.1 The Customer will fully in[...]ovider against all costs, expenses, liabilities, losses, [...]s that the Service Provider may incur or be subject to a[...]llowing:

17.1.1 The Customer's mis[...]ASP Infrastructure or any other element of the [...]

17.1.2 The Customer's brea[...]

17.1.3 The Customer's neg... ...fault.

17.2 The Service Provider shall ... ...o indemnify the Customer against any costs, expense... ...ages and judgments that the Customer may incur or ... ...of any matter covered by this Agreement.

18. **Force Majeure**

18.1 Neither the Service Provide... ...ll be liable for breaching this Agreement where that b... ...Majeure.

18.2 Force Majeure refers to any ... ...reasonable control of the parties and includes, but ... ...r failure, internet service provider failure, industrial ... ...heft, fire, flood, storms, earthquakes, acts of terroris... ...nental action or any other event that is beyond the co... ...on.

19. **Termination**

19.1 The Service Provider rese... ...ate this Agreement or to suspend the Service in the f...

19.1.1 If the Customer fa... ...under Clause 4 of this Agreement;

19.1.2 If the Customer is in ... ...is Agreement;

19.1.3 If the Customer beco... ...untary arrangement under Section 1 of the Inso...

19.1.4 If the Customer is ... ...s within the definition of Section 123 of the In...

19.1.5 If the Customer ... ...nager, administrator or administrative receiv... ...r a substantial part of its undertakings, asset... ...sed a resolution for its winding up; or is the... ...esented to a court for its winding up or for an ...

19.2 The Customer reserves the ... ...greement in the following circumstances:

19.2.1 If the Service Provide... ...s of this Agreement;

19.2.2 If the Service Provide... ...f a voluntary arrangement under Section 1 of th...

19.2.3 If the Service Provide... ...bts within the definition of Section 123 of the In...

19.2.4 If the Service Prov... ...anager, administrator or administrative receiv... ...r a substantial part of its undertakings, asset... ...sed a resolution for its winding up; or is the... ...esented to a court for its winding up or for an ...

19.3 Within <<e.g. 7>> Busines... ...ion of this Agreement in accordance with this Claus... ...Agreement, the Customer shall uninstall or otherwise ... ...ccess to the Applications

and ASP Infrastructure inclu[...] [...]lient software supplied by
the Service Provider for tha[...] [...]ately following taking such
action, the Customer shall [...] [...]vider in writing that such
action has been taken. [Th[...] [...]have the right to dispatch
a representative to the Cust[...] [...]cation purposes.]

20. **Notices**

   20.1   All notices under this Agree[...]

   20.2   Notices shall be deemed to [...]

      20.2.1 when delivered, if d[...] [...]her messenger (including
           registered mail) durin[...] [...]s of the recipient; or

      20.2.2 when sent, if transmi[...] [...]a successful transmission
           report or return recei[...]

      20.2.3 on the fifth busines[...] [...]g, if mailed by national
           ordinary mail, postag[...]

      20.2.4 on the tenth busine[...] [...]ng, if mailed by airmail,
           postage prepaid.

   20.3   In each case notices should[...] [...]ost recent address, e-mail
address, or facsimile numbe[...] [...]ty.

21. **Relationship of Parties**

Nothing in this Agreement shall cr[...] [...]create, a partnership, the
relationship of principal and agent, [...] [...]oyee between the Service
Provider and the Customer.

22. **Assignment**

Neither Party shall assign, transfer[...] [...]other manner make over
to any third party the benefit and/or[...] [...]nt without the prior written
consent of the other, such consent [...] [...]ithheld.

23. **Severance**

The Parties agree that, in the e[...] [...]of the provisions of this
Agreement is found to be unlawfu[...] [...]nenforceable, that / those
provisions shall be deemed sever[...] [...]of this Agreement. The
remainder of this Agreement shall b[...]

24. **Entire Agreement**

   24.1   This Agreement embodie[...] [...]entire agreement and
understanding between the [...] [...]s all prior oral or written
agreements, understandings[...] [...]g to the subject matter of
this Agreement. Neither [...] [...]rely on any agreement,
understanding or arrangeme[...] [...]h in this Agreement, save

for any representation made

24.2   Unless otherwise express   in this Agreement, this
Agreement may be varied o   d by both of the Parties.

25.   No Waiver

The Parties agree that no failure   e the performance of any
provision in this Agreement shall   he right to subsequently
enforce that provision or any other   ent. Such failure shall not
be deemed to be a waiver of an   ent breach and shall not
constitute a continuing waiver.

26.   Non-Exclusivity

The relationship between the Parti   t is and shall remain non-
exclusive. Both parties are free to e   ships with other parties.

27.   [Dispute Resolution (Arbitration)

27.1   It is agreed that where any   elating to this Agreement
arises between the Parties   rred to the arbitration of a
single arbitrator with appro   d practical experience to
resolve the particular disput

27.2   The arbitrator shall be agree   e event of failure to agree
shall be appointed by the P   ing of the Law Society of
England and Wales.

27.3   The arbitration shall take p   d shall be in accordance
with the Arbitration Act 1996   modification of that Act for
the time being in force.

27.4   The Parties shall promptly   all information reasonably
requested by him relating   te, imposing appropriate
obligations of confidence.

27.5   The Parties shall require th   easonable endeavours to
render his decision within   eceipt of the information
requested or if this is not p   er as may reasonably be
practicable. The Parties sh   the arbitrator to achieve
this objective.

27.6   The Parties shall share the   he arbitrator equally. The
decision of the arbitrator sha   on both Parties.

27.7   [The Parties agree to exclud   or appeal to the courts of
England and Wales concern   arising in the course of the
arbitration.]]

28.   Law and Jurisdiction

28.1   This Agreement shall be go   gland and Wales.

28.2   [Any dispute between the Pa   eement shall fall within the

jurisdiction of the courts of E

IN WITNESS WHEREOF this Agreement   ed the day and year first
before written

SIGNED by

<<Name and Title of person signing for Se
for and on behalf of <<Service Provider's N

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Cu
for and on behalf of <<Customer's Name>>

In the presence of
<<Name & Address of Witness>>

SC

Fees

1.   **Service Fees**

    <<Insert details of fees payable for

2.   **Licence Fees**

    <<Insert details of licence fees pay   e.g. per Application, per User>>

3.   **Fee Increases**

    <<Insert details of how fees may b   ircumstances specified in the Agreement>>

4.   **Additional Support Charges**

    <<Insert details of fees for additiona   lause 10>>

5.   **Additional Costs**

    <<Insert details of any additional   ay be payable, e.g. ASP Infrastructure insurance etc.>>

Applications

<<Insert details of the Applications availa   so include any additional special terms and conditions>>

Third Party Software Licenses

<<Insert details of third party software and licenses>>

[SC

[Reasonable Usage Policy]

<<Insert details of the Service Provider's   cy, if relevant. If no such
policy exists, remove this Schedule>>