DATED

(1) << >>(2) << >>

APPLICATION SERVICE PROVIDER (ASP) AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- <<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 means the Customer's computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be used;

"Customer Data" means parties created ASP In means access suppor accord this Ag means proper trade r registe secrets means use the the Se means and su the Cu means time to Infrasti "writing", and any d communication effe similar means: a statute or a provis provision as amende "this Agreement" is Schedules as amend a Schedule is a sche and Agreement (other th Schedule. the Service to the Custome

e Customer or to third er under licence which is or otherwise stored in the

Customer in return for ASP Infrastructure and e Service Provider in 12 and Schedule 1 of

d future intellectual limited to copyright, sign rights (whether ents, know-how, trade database rights;

Customer who may not of written consent from -Clause 10.4:

tions, ASP Infrastructure by the Service Provider to

tomer who shall, from tions through the ASP

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time;

eement and each of the he relevant time;

rence to a Clause of this paragraph of the relevant

ience only and shall have

e plural and vice versa. der.

mencement Date, provide sis for the duration of the

© Simply-docs – TR.IT.11 Application Service Provider (AS

"Fees"

"Intellectual Property **Rights**"

"Non-Customer User"

"Service"

"Users"

- 1.2 Unless the context otherwise
 - 1.2.1
 - 1.2.2
 - 1.2.3
 - 1.2.4
 - 1.2.5 a Clause, sub-Claus
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s

2. The Service

2.1

The Service Provider shall.

Term of this Agreement an this Agreement.

2.2 The Service Provider shall p Infrastructure and shall use such access is available, wi 365 days a year. This contained in Clauses 4, 12,

3. **Term**

- 3.1 The Service will be provide agreement (the "Term"), wh and will continue until <accordance with Clause 19
- 3.2 The Term may be renewed this Agreement for a furthe mutual consent of both Parti

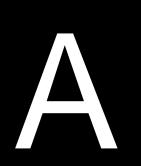
4. Fees and Payment

- 4.1 The Fees due for the Servic
- 4.2 The Customer shall pay to 30>> days of receipt of an ir
- 4.3 In the event that the Custo period specified in sub-Clau the Customer's use of the subject to the requiremen Customer's operations.
- 4.4 In the event that the Custon prejudice to sub-Clause 4.3 until payment is made in fu 3>>% per annum over the B
- 4.5 The Service Provider reserv may deem appropriate. The any such variation. Such notice.

5. The Applications

- 5.1 The Applications to which Schedule 2 to this Agreeme
- 5.2 The Customer is free durin remove from the selection applications from the Ser accordingly in the event of s









e terms and conditions of

lications through the ASP endeavours to ensure that urs a day, 7 days a week, ubject to the exceptions ent.

er during the term of this the Commencement Date otherwise terminated in

conditions as set out in ths] OR [years] upon the

Ile 1 to this Agreement.

I Fees due within <<e.g. rovider for the same.

Fees due within the time be Provider shall suspend ans it deems appropriate, disrupt any other of the

b-Clause 4.3 then, without interest from the due date any judgment, at <<e.g. b obtaining at the time.

ees from time to time as it 30 days' written notice of fect upon expiry of such

e access are detailed in

ement to either add to or to availability of required Fees shall be amended

6. Training

In the event that any Users require the responsibility of the Customer and to bear any costs associated v provide any training of any kind [materials].

7. Security

- 7.1 The Service Provider shall includes << Insert a full de reserve power, redundant sy
- 7.2 The Service Provider shall ASP server. Such backups All <<Insert description of storage, e.g. fireproof safe,

8. Maintenance

- 8.1 The Service Provider shall b the ASP Infrastructure which
- 8.2 Subject to the provisions of all maintenance and upgrad from time to time be required
- 8.3 [Whenever possible, the Se endeavours to undertake business hours.]

OR

[Unless maintenance is corr at scheduled times. The sc shall be <<Insert relevan maintenance shall be under

- 8.4 Unless maintenance is corre at least << >> Business D the Customer's use of the and reasonable endeavours of corrective maintenance, possible.
- 8.5 Where maintenance will dis complete all necessary wo possible thereafter where re
- 8.6 Whenever possible, the Ser to the Customer to enable t enable use that is as clos circumstances.





he Applications, it shall be are appropriately trained Service Provider shall not ropriate courses and / or

s the ASP Infrastructure asures such as firewalls,

ackups of all data on the rt description of media>>. d <<Insert description of

ntenance and upgrades to e required.

er shall be responsible for puter Systems which may

its best and reasonable side of the Customer's



ance shall only take place nes under this Agreement prmation>>. Corrective red.]

ice Provider shall provide enance which may affect rovider shall use it's best ce as possible in the case ice may not always be

vice Provider shall aim to ess Hours or as soon as t possible.

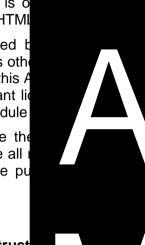
de a workaround solution d use of the Service or to ible under the prevailing

9. Software Licences

- 9.1 The Customer shall use transferrable licence, as se maximum number of << > time and such access is o means of access, e.g. HTMI
- 9.2 All Applications provided the Service Provider unless other the licence included in this A a third party, the relevant licenthis Agreement in Schedule
- 9.3 Where Applications are the warrants that they have all i to the customer for the puterms.

10. Applications and ASP Infrastruct

- 10.1 Under this Agreement, as number of << >> Users Infrastructure at any given ti
- 10.2 Users' access to the Ap controlled by means of <<Ir and password, IP validation
- 10.3 Should the Customer requires an increase shall be permoved and provider. The Service proportionately, in accordan the maximum number of Us
- 10.4 Use by Non-Customer Use absence of express written not to be unreasonably wi details as the reason that a required by the Non-Custor other information which may
- 10.5 The Customer shall use the on its business of <<Insert of of detail reasonably required
- 10.6 [The Service Provider shal and ASP Infrastructure from and conditions of this Agr annexed to this Agreement use of the Service exceed Usage Policy, the Service accordance with Schedule written notice to the Custom
- 10.7 The Customer may only acc Agreement. No access to permitted in the absence Provider.









a non-exclusive, non-. This licence permits a Applications at any given <Insert description of the etc.>>.

are the property of the e covered by the terms of cations are the property of tions shall be annexed to

rty, the Service Provider -licence such applications int and for use under its

9.1 above, a maximum ations through the ASP

Infrastructure shall be ss control, e.g. username

m number of Users, such discretion of the Service right to increase Fees ne event of an increase in

er this Agreement in the e Provider, such consent ovider may require such and ASP Infrastructure is Non-Customer User and o time.

the purposes of carrying her's business to the level >>.

s use of the Applications compliance with the terms leasonable Usage Policy event that the Customer's hable by the Reasonable ight to increase Fees, in riate, supplying 30 days'

ailed in Schedule 2 to this P Infrastructure shall be nission from the Service

- 10.8 The Customer is exclusively the conduct of individual Customer Users) and mus Agreement. The Customer any breaches of this Agreen
- 10.9 Access to the Applications is means of access, e.g. HT Infrastructure. Under no ci reproduce or redistribute to Infrastructure, without first Service Provider.
- 10.10 The Customer's use of the A to time, be governed by external to the terms and Customer's exclusive response compliance with any such la
- 10.11 The Customer's use of the s any of which may be waiv written consent:
 - 10.11.1The Customer may Infrastructure for th Application Service F
 - 10.11.2The Customer may the ASP Infrastructur
 - 10.11.3The Customer may the Applications or th
- 10.12 Neither the Customer, nor written consent from the Ser
 - 10.12.1Make changes of Infrastructure; or
 - 10.12.2Attempt to correct an ASP Infrastructure.

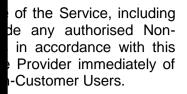
11. Customer Computer Systems

- 11.1 Prior to commencement of full inspection and inventor compatibility with the Applic the Service Provider may alterations. Any such recon to the Customer.
- 11.2 The Service Provider may Customer Computer Syste upgrading the Customer Co the Applications and ASP In Customer only upon receipt
- 11.3 The Service Provider shall Agreement to access the purposes of inspecting, to

© Simply-docs – TR.IT.11 Application Service Provider (AS







<<Insert description of the vare etc.>>, via the ASP ustomer download, store, other part of the ASP written permission of the

astructure may, from time rules and requirements eement. It shall be the eir use of the Service is in

o the following limitations,

e Applications or the ASP ing the business of an

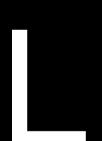
oduce the Applications or ind

sed third party to access

may, in the absence of

plications or the ASP

in the Applications or the



Provider shall conduct a puter Systems to ensure cture. Where appropriate, for upgrades and other esented in a written report

e physical access to the f inspecting, testing and ire their compatibility with ss shall be granted by the n the Service Provider.

s during the term of this ystems remotely for the the Customer Computer Systems to ensure their Infrastructure.

- 11.4 Where, in the opinion of th are likely to cause disruption may request that the Custon advised that reconnection changes such as upgrades Customer Computer System
- 11.5 In the event of any unauthor the ASP Infrastructure, in bi Provider shall be entitled to deems appropriate and to Clause 19 below.
- 11.6 The Customer shall ensu connected to a third party system or network in such unauthorised third parties.

12. Support

- 12.1 The Service Provider shall services during their normal e.g. 09:00 to 18:00 Monday [exclude] public holidays. T relate only to the Applicatio are related to Customer Customer's own support sta
- 12.2 In addition to the standar Service Provider shall also services outside of their nor times, e.g. 24 hours, 08:00 shall be available at addition Schedule 1.
- 12.3 When seeking support the endeavours to provide the Provider in diagnosing an Infrastructure.
- 12.4 The Service Provider shall Business Hours or as soon is not possible.
- 12.5 Whenever possible, the Sei to the Customer to enable t enable use that is as clos circumstances.

13. Intellectual Property

13.1 Subject to sub-Clause 13.2 Applications and the ASP and documentation are the

© Simply-docs – TR.IT.11 Application Service Provider (AS













Applications and ASP

tomer Computer Systems ure, the Service Provider e ASP Infrastructure until ce Provider may require ment to be made to the

stomer of Applications or or otherwise the Service initely or temporarily as it hent in accordance with

Computer Systems are service, communications ce may be accessed by

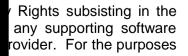
I [and live online] support ert normal business hours ess hours to [include] OR the Service Provider shall ire. Any problems which ust be resolved by the

in sub-Clause 12.1, the I [and live online] support sert description of support dditional support services er at the rates set out in

its best and reasonable sible to aid the Service Applications or the ASP

rt problems within << >> ere resolution in that time

de a workaround solution d use of the Service or to ible under the prevailing



of this Clause 13, 'Application software and documentation material is compiled and pre

- 13.2 Where expressly indicated certain Applications includin be the property of named th
- 13.3 The Customer shall not e Agreement permit or caus Property Rights covered by employees of the Service sh
- 13.4 The Customer shall not, in consent, reproduce, adapt, any third party any of the A any other material associat beyond the scope of action Agreement.
- 13.5 Where the Customer either Property Rights covered by the Service Provider of such

14. Customer Data

- 14.1 Subject to sub-Clause 14 Customer Data are and sha
- 14.2 Certain Customer Data ma Customer warrants that all relevant third parties.

15. Confidentiality

- 15.1 During the Term of this Age this Agreement for any reareasonable endeavours to e confidential. The Service P consent from the Customer, such disclosure is required b in writing of the disclosure.
- 15.2 During the Term of this Agr Agreement for any reason <<Date>>], the following Confidential Information (th "Disclosing Party").
- 15.3 Subject to sub-Clause 15.4,
 - 15.3.1 may not use any Co the performance of the
 - 15.3.2 may not disclose an with the prior written











ure' along with supporting manner in which all such

erty Rights subsisting in e and documentation may

r after the expiry of this ement of any Intellectual by the Customer and its ns of this Agreement.

Service Provider's written eer, or make available to the ASP Infrastructure, or where such activity goes ns and conditions of this

any breach of Intellectual be under a duty to inform

erty Rights subsisting in he Customer.

es. In such cases, the used with the consent of

rmination or expiration of er shall use its best and Data is kept secure and bsence of express written to any third party unless Customer shall be notified

ation or expiration of this ert Period>> starting on to the Party receiving om the other Party (the

r any purpose other than Agreement;

to any third party except Party; and

15.3.3 shall make every effort the Confidential Infort

- 15.4 The obligations of confider Clause 15.1) shall not apply
 - 15.4.1 is in the possession Party or is published receipt by the Receiv
 - 15.4.2 is or becomes public fault of the Receiving
 - 15.4.3 is required to be disc
 - 15.4.4 is received in good for on reasonable enqui obligations of confide who imposes no obligitations
- 15.5 Without prejudice to any of have, the Receiving Party breach of this Clause the damage, be entitled to ar threatened or actual breach damages or other remedies
- 15.6 The obligations of the Partie the expiry or the terminatio such expiry or termination.

16. Liability

- 16.1 The Service Provider shall consequential loss the Cus foreseeable or if the Service Customer incurring it.
- 16.2 The Service Provider's entir of its contractual obligatior statement or tortious act or connection with this Agreem
- 16.3 Notwithstanding any other p liability to the Customer Provider's own negligence contractors shall not be limit

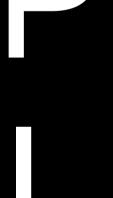
17. Indemnity

- 17.1 The Customer will fully in expenses, liabilities, losses, may incur or be subject to a
 - 17.1.1 The Customer's mis other element of the
 - 17.1.2 The Customer's brea









prised use or disclosure of

lause 15 (excluding submation that:

disposal of the Receiving public domain prior to its

fidential basis through no

aw or regulation; or

rty from a third party who, Party claims to have no arty in respect thereof and on the Receiving Party.

the Disclosing Party may ees that in the event of without proof of special quitable remedy for any Clause in addition to any titled.

this Clause shall survive spective of the reason for

tomer for any indirect or f such loss is reasonably ed of the possibility of the

r in respect of any breach anty, any representation, gence arising under or in < >>.

nt, the Service Provider's sulting from the Service loyees, agents or sub-

ovider against all costs, that the Service Provider lowing:

ASP Infrastructure or any



- 17.1.3 The Customer's negl
- 17.2 The Service Provider shall against any costs, expense the Customer may incur or this Agreement.

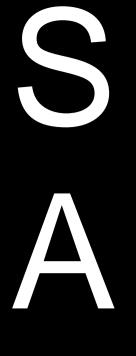
18. Force Majeure

- 18.1 Neither the Service Provide this Agreement where that b
- 18.2 Force Majeure refers to any parties and includes, but provider failure, industrial earthquakes, acts of terroris event that is beyond the con

19. Termination

- 19.1 The Service Provider rese suspend the Service in the f
 - 19.1.1 If the Customer fa Agreement;
 - 19.1.2 If the Customer is in
 - 19.1.3 If the Customer becc Section 1 of the Inso
 - 19.1.4 If the Customer is Section 123 of the In
 - 19.1.5 If the Customer administrative receiv undertakings, asset winding up; or is the winding up or for an
- 19.2 The Customer reserves the circumstances:
 - 19.2.1 If the Service Provide
 - 19.2.2 If the Service Provide under Section 1 of th
 - 19.2.3 If the Service Provid Section 123 of the In
 - 19.2.4 If the Service Prov administrative receiv undertakings, asset winding up; or is the winding up or for an
- 19.3 Within <<e.g. 7>> Busines accordance with this Clause shall uninstall or otherwise

© Simply-docs – TR.IT.11 Application Service Provider (AS





b indemnify the Customer ages and judgments that of any matter covered by

Il be liable for breaching Majeure.

reasonable control of the failure, internet service neft, fire, flood, storms, nental action or any other on.

ate this Agreement or to

under Clause 4 of this

is Agreement;

untary arrangement under

s within the definition of

hager, administrator or a substantial part of its sed a resolution for its esented to a court for its

greement in the following

s of this Agreement;

f a voluntary arrangement

bts within the definition of

anager, administrator or r a substantial part of its sed a resolution for its esented to a court for its

on of this Agreement in Agreement, the Customer ccess to the Applications

and ASP Infrastructure inclu the Service Provider for tha action, the Customer shall action has been taken. [Th a representative to the Cust

20. Notices

- 20.1 All notices under this Agreer
- 20.2 Notices shall be deemed to
 - 20.2.1 when delivered, if d registered mail) durir
 - 20.2.2 when sent, if transmi report or return recei
 - 20.2.3 on the fifth busine ordinary mail, postag
 - 20.2.4 on the tenth busine postage prepaid.
- 20.3 In each case notices should address, or facsimile numbe

21. Relationship of Parties

Nothing in this Agreement shall cr relationship of principal and agent, Provider and the Customer.

22. Assignment

Neither Party shall assign, transfer to any third party the benefit and/or consent of the other, such consent

23. Severance

The Parties agree that, in the e Agreement is found to be unlawfu provisions shall be deemed sever remainder of this Agreement shall b

24. Entire Agreement

24.1 This Agreement embodie understanding between the agreements, understanding this Agreement. Neither F understanding or arrangeme





lient software supplied by itely following taking such vider in writing that such have the right to dispatch cation purposes.]

her messenger (including of the recipient; or

a successful transmission

g, if mailed by national

ng, if mailed by airmail,

ost recent address, e-mail ty.

create, a partnership, the oyee between the Service

other manner make over nt without the prior written rithheld.

of the provisions of this nenforceable, that / those of this Agreement. The

entire agreement and s all prior oral or written g to the subject matter of rely on any agreement, h in this Agreement, save for any representation made

24.2 Unless otherwise express Agreement may be varied o

25. No Waiver

The Parties agree that no failure to provision in this Agreement shall enforce that provision or any other be deemed to be a waiver of any constitute a continuing waiver.

26. Non-Exclusivity

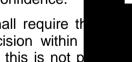
The relationship between the Partie exclusive. Both parties are free to e

27. [Dispute Resolution (Arbitration)

- 27.1 It is agreed that where any arises between the Parties single arbitrator with appro resolve the particular disput
- 27.2 The arbitrator shall be agree shall be appointed by the F England and Wales.
- 27.3 The arbitration shall take p with the Arbitration Act 1996 the time being in force.
- 27.4 The Parties shall promptly requested by him relating obligations of confidence.
- 27.5 The Parties shall require th render his decision within requested or if this is not p practicable. The Parties sh this objective.
- 27.6 The Parties shall share the decision of the arbitrator sha
- 27.7 [The Parties agree to exclud England and Wales concern arbitration.]]

28. Law and Jurisdiction

- 28.1 This Agreement shall be go
- 28.2 [Any dispute between the Pa







in this Agreement, this by both of the Parties.

e the performance of any the right to subsequently

ent. Such failure shall not

ent breach and shall not



is and shall remain non-

ships with other parties.

elating to this Agreement red to the arbitration of a practical experience to

e event of failure to agree ing of the Law Society of

d shall be in accordance modification of that Act for

all information reasonably te, imposing appropriate

easonable endeavours to eceipt of the information er as may reasonably be the arbitrator to achieve

he arbitrator equally. The on both Parties.

or appeal to the courts of trising in the course of the

gland and Wales. ement shall fall within the

jurisdiction of the courts of E

IN WITNESS WHEREOF this Agreement 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>>



ed the day and year first



Fees

1. Service Fees <<Insert details of fees payable for

2. Licence Fees

<<Insert details of licence fees pay User>>

SC

3. Fee Increases

<<Insert details of how fees may t the Agreement>>

4. Additional Support Charges

<<Insert details of fees for additionation

5. Additional Costs

<<Insert details of any additional Infrastructure insurance etc.>>



, e.g. per Application, per

ircumstances specified in

lause 10>>

ay be payable, e.g. ASP

SC

Applications

<<Insert details of the Applications availa special terms and conditions>>



so include any additional



SC

Third Party Software Licenses

<<Insert details of third party software and

S

A

nt licenses>>

[SC

[Reasonable Usage Policy]

<<Insert details of the Service Provider's policy exists, remove this Schedule>>



cy, if relevant. If no such

