

Terms & Conditions

FOUR
BUSINESS
SOLUTIONS

www.four.co.uk

Software as a Service Agreement

for

[Client Name]

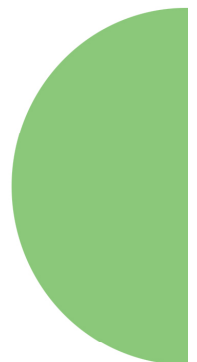
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[Reseller Name] Customer

Prepared for: [Contact Name]
[Client Name]

Prepared by: [xxxxx]
Four Business Solutions Ltd

4.



Hosting Services Agreement – [Client Name] (the “Agreement”)

THIS AGREEMENT is made on theday of Month & Year (the “Effective Date”) between:

Four Business Solutions Limited, whose registered office is at 30 Crispin Way, Farnham Common, Slough, Buckinghamshire SL2 3UE (“**Four**”) and **[Client Name]** (“**[Short Name]**”), whose registered office is at [Registered Address]

Background

The purpose of this Agreement is to allow [Short Name] and the [Short Name] Affiliates (as hereinafter defined) and those of their employees (“End-Users”) to utilise the object code of the software product described below hereto (the “Hosted Software”). [Short Name] may only use the Hosted Software for its business purposes and may not try to resell or redistribute the Hosted Software to any third-party.

Four will provide software services and support for [Short Name] and both parties agree to enter a mutual non-disclosure agreement relating to this software licence and any associated services.

Definitions

In this agreement the following definitions shall apply in addition to those set out in the Order Form:

“Affiliates”	means any person or entity directly or indirectly controlling or controlled by, or under direct or indirect common control with [Client Name] during the term of this Agreement and only so long as such control exists. For purposes of this definition, “control” means the power to direct the management and policies of such person or entity directly or indirectly, whether through ownership of voting or other equity securities, by contract or otherwise, and shall include entities which become Affiliates after the Effective Date of this Agreement
“Annual Support and Updates”	means Maintenance, Backups and Telephone Support (as detailed in the Services section)
“Application” or “Hosted Software”	means Contract Insight Enterprise Edition software hosted (and any subsequent updated version)

"Licencor"	means Four
"Licencee"	means [Short Name]
"Intellectual Property Rights"	shall mean all patents, copyright, design rights, registered designs, trade and service marks (registered and unregistered), know how, database rights, rights in confidential information and all other intellectual property rights throughout the world for their full term including registrations and pending registrations;
"Results"	means all products designed, developed, written or prepared by Four and all related documentation including but not limited to any specification, graphics, programs, data, reports and all other written materials or computer output produced in the course of providing the Services;
"RPI"	means UK Retail Purchase Price Index as published by the UK Office for National Statistics;
"SaaS"	means Software as a Service, an application hosted service
"Services"	shall (unless stated otherwise) be treated as meaning the general consultancy, including: computer systems analysis, programming, training, implementation, project management, equipment and interfaces used to provide the hosting, hosted software and all related activities and services to be provided by Four and more particularly described in this Agreement.

Contract Insight Software Functionalities

The Contract Insight Enterprise Edition hosted Rental (Software-as-a-Service) is a web-based service that is delivered on-demand via the web. The functionalities of the software allow to:

- effectively manage one organisation's contracts, agreements, vendors, risks, and committals as well as meeting internal and external compliance processes
- standardization of the organisation's contract creation process using templates with field merging, standard sections, and workflow approvals
- e-mail task alerts for expiration alerts, renewal alerts, approval alerts with workflow, escalation/delegation, and tasks—directly to the users e-mail inbox and their calendar
- attach and track contract documents, files, scanned images, e-mails, voice mails, and other files that are important-with date/time/user/version tracking

- e) use standard fields in place and also allow an unlimited number of user defined fields to be entered
- f) manage any type of contract, agreements, patents, material transfer agreements, intellectual property agreements, software licence agreements, leases, and licences including revenue contracts, expense contracts, master/sub contracts, meetings minutes, milestones, action items and more
- g) create/draft contracts from contract templates with field merging that is reusable for ease-of-use
- h) create and access contracts from a web browser or web enabled phone,
- i) track documents, images, files, e-mails, faxes, voice mail, PDF, excel, word, and any other files then link and associate contracts together for master and sub-contracts
- j) track and report on contracts according to organisation's standard codes, categories, status, departments, locations, and monitor a contract's physical location, amendments, notes, changes, track contract workflow, approval status, and performance
- k) renew contracts with a click of the mouse and link to previous versions to retain history
- l) provide e-mail notifications for contracts, tasks, milestones, action items, and payments so users are kept up-to-date via our advanced notification system.
- m) have automatic reminders sent to key stakeholders, which assign employee responsibility to tasks with escalation/delegation.
- n) receive budget and cost alerts for financial control, create simple task alerts with e-mail directly to outlook or exchange, lotus notes and all SMTP e-mail systems.

Licence Rental

Rental. The Hosted Software and the accompanying documentation such as but not limited to End-User Manual, Administration Manual, FAQ and any other supporting documentation accessible via the Internet (the "Documentation") are rented, not sold, to [Short Name]. The term "Program" shall also include any updates of the Program Rented to [Short Name] and performed by Four. Subject to the terms of this Agreement, [Short Name] has a non-exclusive and non-transferable right to use the Program and Documentation. [Short Name] agrees to use reasonable efforts to prevent and protect the contents of the Program and Documentation from unauthorised disclosure or use. Four reserves all rights not expressly granted to [Short Name]. [Short Name] shall not add more End-Users on the Hosted Software than the number for which it has contracted to. [Short Name] shall not export the Software or Documentation, or any copies thereof, to any End-User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights in the Software, Documentation, any modifications thereto or any related materials to [Short Name] or to any third party. Four and its Affiliates own and shall retain all right, title and interest in such materials except as specifically granted herein. [Short Name] shall retain all copyright and trademark notices on the Software and Documentation and as otherwise necessary to protect Four's intellectual property rights.

Limitations of Use. [Short Name] may not rent, lease, sell, provide unlicensed access or otherwise transfer or distribute copies of the Program or Documentation to others. [Short Name] may not reverse assemble, reverse compile or otherwise attempt to create or modify the source code from the Program. Each party may not use the name of or refer to the other party or its Affiliates directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of the other party, which will not be unreasonably withheld.

Services

The services detailed in this Agreement includes work Four will conduct on and off site for [Short Name]. This includes but is not restricted to preparation, telephone conversations and administration in relation to the work being completed off site.

Four will provide the following services either directly or by acquiring them from third parties (collectively, "Services"):

Set-up of Hosted Software Services

a) Installation and Application Activation: Four will install the Hosted Software and the Hosted Software will be available for [Short Name] ("Activated") within 10 business days after the execution of this Agreement if [Short Name] timely supplies all necessary information to Four.

b) Documentation: Four or Reseller will provide End-User Manual, Administration Manual, FAQ and any other supporting documentation accessible via the Internet.

c) Test environment: Aside from the production environment, Four will provide a test environment to allow for [Short Name] testing of any development and/or modifications to the Application prior to implementation.

d) Configuration and Data Import: Four will configure the Hosted Software as per the requirements provided by [Short Name] and import data provided by [Short Name] into the Hosted Software.

e) Configuration Consultancy and Training: Four will provide consulting services to support [Short Name] in the development of the Hosted Software as per [Short Name] requirements and Four will provide a training to [Short Name]' selected employees.

Annual Services

a) Application Hosting: Application hosting (SaaS) on server(s) located in the United Kingdom will be provided by Four.

Any change in the hosting location shall be approved in advance in writing by [Short Name].

Any back-up or mirror of [Short Name]' data hosted by Four or any supplier used by Four shall be performed in the UK and if a transfer to another country is necessary, such transfer shall always requires [Short Name]' prior written approval.

In the event that Four is requested pursuant to, or required by applicable law, regulation or legal process or inquiry to disclose any data or to provide access to the hosting location, Four will notify immediately [Short Name] and retain [Short Name]' consent (unless legally constrained) so that [Short Name] may seek an appropriate remedy.

b) Backups: Four will use commercially reasonable efforts to ensure the reliability of data backups, Four will provide standard backup services which include full daily backups, monthly off site backups and monthly back up of sql database and any related configuration files or templates to be provided electronically to [Short Name]. Shall [Short Name] request to receive the monthly back-up on disk, Four will charge[Short Name] the disk, postage and related costs at cost.

c) Documentation: Four or the Reseller will provide updated End-User Manual, Administration Manual, FAQ and any other supporting documentation accessible via the Internet.

d) Maintenance: Four will provide support to [Short Name] related to the Hosted Software and Application hosting features. This will consist in:

i) making available to [Short Name] the most current commercially available version, release, or update of the Hosted Software to be implemented in productive environment only after testing by [Short Name] in the test environment and approval.

ii) responding to trouble calls via telephone and, if available, electronic access as reasonably required to make [Short Name]' Application perform.

iii) providing technical support that consists of responding to advisory help requests, which are calls of a more consultative nature than a standard trouble call.

a) Primary Support. [Short Name] or [Reseller Name] agrees to assume full responsibility for providing first line support to its End-Users.

b) Secondary and Tertiary Support. During each period for which the Hosting Fees has been paid, Four shall provide technical support from qualified staff working in a diligent manner and regular updates on progress to the Contacts (defined in **Appendix A**).The first period shall commence upon the purchase or renting of the Hosted Software and shall expire on the first anniversary of such period. Upon receipt of a call requesting support and verification of the Contact's account number, Four shall provide an initial response in no more than four (4) hours. Telephone and email support to the Contacts will be between the hours of **9:00 a.m. and 5:00 p.m. GMT** time, Monday through Friday (excluding public holidays). Four will provide support only to the Contacts and not other individuals within [Short Name]. Four will only provide support for versions of the Hosted Software modified and supplied by Four. Four will only provide support related to Four licenced products and functionality related to such rented products. All

other support shall be excluded from this agreement and provided on a fee basis after review with the Reseller [Reseller Name].

c) Contacts. Upon receipt of payment of the Annual Fee, [Short Name] shall be entitled to support for one primary contact ("Primary Contact") one secondary contact ("Secondary Contact") and a Third ("Tertiary Contact") contact (the "Contacts"). Four hereby grants the Contacts the right to make unlimited email support calls and telephone support calls during operational hours as defined hereinabove. [Short Name] may change Contacts at any time by providing written notice to Four.

d) Hours of support are 9am to 5pm Monday through Friday (GMT), exclusive of UK public holidays. Emergency support includes 24 hour, 7 day support for business critical problems with a targeted response time within 48 hours and consistent with problem severity as designated by Four. Where support is out of standard hours a fee may be chargeable provided that it has been authorised in written form by [Short Name] or Reseller [Reseller Name].

e) Service Levels: Four will use commercially reasonable efforts to ensure the reliability and availability of all Services under Four's control; however, due to Internet complexities and items beyond the control of Four, Four does not guarantee or warrants any specific level of availability to a user's desktops. Four does warrant that the system will be available from the web application service 99.2% of the time excluding schedule maintenance periods. The application web service is defined as an http response from the Four's server to their internet gateway IP address externally available to the Internet.

f) Schedule Maintenance and Downtime: Four reserves the right to schedule downtime daily for standard maintenance between 10:00PM until 4:00 AM GMT, at any time as deemed necessary by Four. Four shall have the right to temporary suspend service to apply emergency fixes and support.

g) Test environment: Aside from the production environment, Four will provide a test environment to allow for [Short Name]' testing of any development and/or modifications to the Application prior to implementation.

Additional Services

Four shall carry out the Services described in this Agreement. Four is not generally authorised to carry out any Services for [Short Name] which are not described in this Agreement. However, if Four carries out any work at [Short Name] request which is not described in this Agreement ("Additional Services") then this work shall be considered as Additional Services and additional charges may apply.

Acceptance of Services

In the case of any programs developed by Four as part of the Services and for the Set-Up of Hosted Services, [Short Name] shall be deemed to have accepted such programs once [Short Name] has made productive use of such programs.

Implementation of any Services in [Short Name] business is the sole responsibility of [Short Name].

Setup Schedule and Payment

1.Setup Schedule and Payment: [Short Name] will pay a fee to Reseller [Reseller Name] for the initial setup of the Products as detailed below (“Setup Services”):

Installation and Application Activation	[X Days]
Configuration and Data Import	[X Days]
Configuration Consultancy/ Training	[X Days]
Total Days	[X Days]

2. Annual Rental and Hosting Fee:

For the Rental and the Services, [Short Name] will pay Reseller [Reseller Name] an Annual Licence and Hosting Fee in the amount of [GBP] per concurrent user per year, for a minimum of [Number] (N) concurrent users. Shall [Short Name] wish to increase the number of concurrent users within the current contract period, [Short Name] will place an order to the Reseller [Reseller Name] and at the same time advise Four in writing. Additional costs for concurrent users will then be calculated on a pro rata basis till the end of the current contractual year.

Contract Insight Hosted Solution	[X Concurrent Users]
Customer Gateway module	[Active/Inactive]
Tender Management module	[X Concurrent Users]
eSignature	[Active/Inactive]

Term

The initial term of this Agreement shall be 12 months from date of Application Activation unless terminated as provided herein. After the expiration of each term, this Agreement will be automatically renewed, through the Reseller [Reseller Name] for successive 12-month terms unless either party gives notice of its intent

not to renew at least ninety (90) days prior to the expiration of the then current term.

Termination

a) Early Termination.

Notwithstanding the provisions of section entitled Term hereinabove,

i) this Agreement may be terminated by either Party upon 24 hours notice to the other Party upon the occurrence of any Termination Event (as defined below):

- (a) The commission of an act of fraud or dishonesty by Four or [Short Name];
- (b) The unauthorised disclosure of Confidential Information by Four or [Short Name];
- (c) The wilful or habitual neglect by Four in the performance of the Services;
- (d) Four or [Short Name] is convicted of a felony or other crime involving moral turpitude;
- (e) Four or [Short Name] is in breach of its obligations as per the section on Compliance with Law hereinafter; or
- (f) Any conduct by one Party that is injurious to the other Party or its business reputation.

ii) this Agreement may be terminated by any Party upon 30 days' written notice, if the other Party is in Default and such Default remains unresolved after the notice period. A Party shall be deemed in "Default" in the event this Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganisation or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due.

Four may block access to [Short Name]' Contract Insight site(before, during or after any legal action to recover sums hereunder) only if such Default remains unresolved after the notice period. Further, Four shall retain all payments made hereunder, and recover charges and costs owed by [Short Name] as well as any other damages Four may have sustained because of [Short Name]' Default, including but not limited to attorney and collection agency fees.

b) Consequences of Termination or Expiration:

(i) In the event of Termination [Short Name] shall compensate Four for work and services properly performed up to the date of termination and any proven costs for non-cancellable commitments which have been subject to prior approval from.

(ii) In the event of Termination or Expiration, Four warrants that it will provide all the data set hosted to [Short Name] within 20 business days on an agreed support or migrate the data and Application to a server designated by [Short Name] in cooperation with [Short Name] support team. Four will notify Reseller [Reseller Name] in the event of a Termination.

[Short Name] Responsibility

[Short Name] undertakes to:

- a)** provide Four with all necessary information, support and co-operation that may reasonably be required to enable Four to carry out its obligations toward [Short Name] under this Agreement;
- b)** designate one or more Authorised Representative(s) who will be responsible for coordinating, in consultation with Four, all aspects of Four's Services;
- c)** provide at no charge adequate office accommodation, a secure workspace, and telephone services with full international and mobile phone access where the work is within [Short Name]' premises, internet access and other facilities including access to the applicable [Short Name]' computers and systems to enable Four to perform the Services.
- d)** take all reasonable steps to ensure the health and safety of Four's employees whilst they are at [Short Name] premises;
- e)** [Short Name] agrees not to allow the use of any process, program, or tool which would be used for the purpose of guessing passwords or that makes unauthorised attempts to access other systems or networks. [Short Name] acknowledges that Four will assist local, state and federal authorities in the prosecution of any and all illegal activities to the extent required; provided however, Four shall (a) first give prompt notice to [Short Name] of the required disclosure or action sufficiently in advance of making the required disclosure or performing the action to allow [Short Name] a reasonable opportunity to take steps to object to, prevent, and/or limit its disclosure or the action or obtain a protective or other similar order with respect to the required disclosure or action (collectively "Protective Measures"); (b) if requested by [Short Name], cooperate with [Short Name] in seeking such Protective Measures; and (c) restrict disclosure or action to only that portion of the Confidential Information or action which is required to be disclosed or performed; and
- f)** [Short Name] shall display Four's name and logo, and any other Four's trademarks and trade names reasonably requested by Four on each screen, disk or CD, which contains the Hosted Software or Documentation and each package label. Additionally, to ensure that [Short Name]' End-Users contact [Short Name] directly for technical support, [Short Name] must include its technical support email address in the help function, in the Navigation Menu Bar. [Short Name] shall not remove any proprietary rights notices from the Hosted Software or Documentation.

Compliance with Law

[Short Name] agrees to comply with the Online Rules of Conduct (Version 1.01) by Four as attached in Appendix B. Rules of Conduct are available at www.four.co.uk/pdf/AUP.pdf. [Short Name] agrees to use Services only as permitted by applicable law, including but not limited to export control laws and regulations. The transmission of any material in violation of applicable law is prohibited. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as “spam” e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material and trade secrets.

Four shall perform the Services with the degree of skill and care observed by qualified individuals or firms performing the same or similar services. Four will comply with all applicable laws, rules and regulations of any government or governmental body or board having jurisdiction, including but not limited to anti-corruption and/or anti-bribery laws in force in the jurisdiction of its practice and/ or residence and all professional standards and guidelines or any code of conduct which Service Provider may be subject to.

Four will not, on [Short Name]’ behalf, make any payment or make any donation, or give anything of value, either directly or indirectly, to an official of any government for the purpose of influencing an act of decision of the official in his official capacity or inducing the official to use his or her influence to assist [Short Name] in obtaining or maintaining business or for any other purpose prohibited by law or the public policies of any country. Four represents and warrants to [Short Name] that it has a current unrestricted professional licence if required and that it has obtained and will maintain, at its own cost, (i) any permits, licences, registrations, governmental approval and any relevant tax certificate when necessary, in order to perform the Services hereunder as an independent contractor and (ii) any necessary authorisations and consents from the any third-party Four is bound to by contract or otherwise and required under law or by contract to execute this Agreement and perform the Services hereunder.

Title to Licence and Services

All title to equipment and software licences provided by Four (as listed in Description of Services and Licence sections or which are otherwise or subsequently provided by Four) are the property of Four and remain the property of Four during and after the term of this Agreement.[Short Name] shall make no attempt to examine, copy, alter, “reverse engineer”, tamper with or otherwise misuse such software and programming.

All title to equipment and software licences provided by [Short Name] (as noted in Description of Services and Licence sections or which are otherwise or subsequently provided by [Short Name]), if any, and content (including all data)and

log files from the [Short Name]' application are the property of [Short Name] and remain the property of [Short Name] during and after the term of this Agreement.

Confidentiality

The Parties acknowledge that in the performance of the Services hereunder Four and [Short Name] or its Affiliates may obtain access to Confidential Information (as defined below) of the other Party. The Parties agree, during and after the term of this Agreement, unless specifically permitted in writing by the other Party, to:

retain in confidence and not disclose to any third party,

take all reasonable precautions to protect, and

use only for the purpose of carrying out the Services hereunder any such Confidential Information.

As used herein "Confidential Information" means any technical or non technical information or data in written, oral or tangible form (including samples, models and prototypes, software and programming, customers information, business data) relating to one Party's (and its Affiliates)' business or potential business operations or with respect to one Party's (and its Affiliates') research and development activities (including but not limited to new products), not generally available or known to the public, that is disclosed to one Party by or on behalf of the other Party, or learned by one Party pursuant to the performance of the Services hereunder. Furthermore, any technical or non-technical information or data developed or generated in whole or in part by one Party (and its Affiliates) pursuant to the Services performed hereunder (including without limitation any reports prepared by a Party) shall be deemed Confidential Information.

The obligation of confidentiality hereunder will not apply to:

information which the Party can demonstrate is published or becomes public or otherwise becomes part of the public domain through no fault or involvement of the Party; or

information which is known, and can be shown to have been known, by one Party prior to disclosure by the other Party.

information which is requested pursuant to, or required by, applicable law, regulation or legal process.

information which was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party who had no obligation to the disclosing party not to disclose such information to others.

In the event that either Party, is requested pursuant to, or required by applicable law, regulation or legal process or inquiry to disclose any of the Confidential and Proprietary Information received from the disclosing Party, that Party will notify immediately the disclosing Party so that the disclosing Party may seek an appropriate remedy or waive compliance with the terms hereof. In any event, each Party agrees that it will fully cooperate with any demand or investigation from any

authorities and the Parties hereby authorise each other to disclose any information Confidential and Proprietary or not to such authority.

Upon completion of the Services hereunder or other termination of this Agreement for whatsoever reason, the Parties will return to each other all documents (including all copies hereof) and all tapes or other embodiments of information or data in each case containing or constituting Confidential Information disclosed to or generated by one Party in connection with this Agreement as well as samples, models or prototypes supplied.

The Parties' employees, the Affiliates or any person with whom a Party may work for the provision of the Services hereunder, will be under explicit instructions not to disclose any Confidential Information to third parties and the Parties shall take all steps reasonably necessary to obtain compliance with such instructions.

The Parties agree that no publicity, release or announcement concerning the execution of this Agreement, any of the provisions of this Agreement or the transactions contemplated hereby shall be used without that advance written approval of the form and the content of the same by the Parties: provided, however that no such consent shall be required when such disclosure is required by applicable law. The Parties shall have and retain sole ownership of their respective logo, trade names and trademarks ("Trademarks"), including the goodwill pertaining thereto.

The Parties agree that any breach or threatened breach of this section on Confidentiality would cause irreparable harm to the other Party and that a remedy at law would be inadequate to remedy such a breach or threatened breach and that this provision may be enforced by way of a restraining order or injunction in addition to any other remedies that may be available by law.

This section on Confidentiality shall remain in force for the term of this Agreement and a period of 36 months after termination or expiration of this Agreement for any reason.

Warranties / Disclaimers / Limitations of Liability

Four warrants and represents that:

- A. it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement
- B. Hosted Software and related materials will be in good working order and the Services and Hosted Software will conform to the specifications set out in this Agreement
- C. all work performed by Four in providing Services shall be performed in a good and expert skilled manner; and
- D. Four will adhere to the terms and conditions of this Agreement and its schedules; and
- E. its provision of the Services does not and will not violate, infringe, or misappropriate the intellectual property rights of any third party and Four

has all necessary legal rights to provide Services and Hosted Software to [Short Name].

- F. any of its sub-contractor or supplier providing services will be bound by obligations, such as but not limited to confidentiality, no less stringent than those set forth herein
- G. that it shall have in place appropriate worker's compensation and general liability insurance with respect to employees it provides to carry out the Services.
- H. that the employees who it assigns to carry out the Services will be suitably qualified and experienced.
- I. that it will co-operate with [Short Name] employees and other independent consultants where this is necessary for the provision of the Services.
- J. that it will conform to [Short Name]' normal codes of staff and security practice as notified to Four

THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEEDING SENTENCE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

[Short Name] acknowledges that information available from Four's system and/or through any interconnecting networks, may not be accurate. Four makes no warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information available from or through such networks. The use of any information obtained from or through Four's system is at [Short Name]' own risk.

Four is responsible to secure the access of [Short Name]' data properly recorded on Four's (or its supplier's) server, however [Short Name] acknowledges that Four cannot and will not be responsible for any data content recorded by [Short Name] or such data content transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing Services. Four will not be responsible for [Short Name]' internet connectivity, web hosting, server allocation or dedicated web hosting.

[SHORT NAME] AGREES THAT FOUR IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, INTERNET BLACKOUTS AND BROWNOUTS BEYOND THE CONTROL OF FOUR, SOFTWARE BUGS . IN NO EVENT WILL FOUR BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES, EVEN IF FOUR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST [SHORT NAME] BY ANY THIRD PARTY. IN THE EVENT OF ANY DEFAULT BY FOUR HEREUNDER, [SHORT NAME]'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR OR REPLACEMENT OF THE HOSTED SOFTWARE OR SERVICES AS DEEMED APPROPRIATE BY FOUR. IN NO EVENT WILL FOUR'S LIABILITY EXCEED THE FEES PAID FOR THE YEAR IN WHICH THE OUTAGE OR DEFAULT OCCURRED, EXCEPT FOR PUBLIC DISCLOSURE OF [SHORT NAME]' DATA.

Indemnification

[Short Name] agrees to indemnify, defend and hold Four harmless from and against any and all loss, claim, liability, damages, costs and expenses (including attorneys' fees arising, from [Short Name]'s use of Services or any violation by [Short Name] of any of the terms of this Agreement, including but not limited to using Services and publication of any image or information on [Short Name]'s Contract Insight site in violation of the rights of any other person), except those losses, claims, liabilities, damages, costs or expenses arising out of the wilful misconduct of Four and its employees.

[Short Name] acknowledges and agrees that Four may block access to [Short Name]' Contract Insight site if either of them receives notice of any such violation, provided that such violation remains after a notice period of 30 days, and [Short Name] agrees to indemnify and hold Four harmless from any claim, demand or cause of action and all damages, judgments, decrees, costs and expenses, including attorneys' fees, related to blocking such access or such notice, except those losses, claims, liabilities, damages, costs or expenses arising out of the wilful misconduct of Four and its employees.

Four shall indemnify, defend and hold harmless [Short Name] and its Affiliates, directors and employees from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorney's fees) arising in connection with the provision of the Services or performance under this Agreement, including, but not limited to, a breach by Four of its representations and warranties, except those losses, claims, liabilities, damages, costs or expenses arising out of the wilful misconduct of [Short Name] and, if applicable, [Short Name]' employees, agents or other representatives.

Relationship of the Parties - Consultants / Employees

Four is an independent contractor and hereby confirms that it is not an agent, partner or employee of [Short Name], that it has no authority to bind [Short Name] in any manner or to make any representations to investors, governmental authorities, clients or any other third parties on [Short Name]' behalf without [Short Name]' prior written consent. Subject to the provisions of this Agreement, Four shall at all times be free to exercise its own initiative, judgment and discretion as to the manner in which the Services will be performed hereunder and the conduct of its consulting business. Neither Four nor any of its employees shall be treated as an employee for purposes of income tax withholding and applicable laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and pension or health fund contributions.

Those employees of Four designated to perform the Services will remain under the overall control of Four at all times during the term of this Agreement. However, they will be responsible to [Short Name]' Authorised Representatives for the

performance of the Services and will at all times be responsive to the reasonable requirements of [Short Name] in connection with the performance of the Services.

Employees of Four designated to perform Services within [Short Name]' premises will conform to [Short Name]' normal codes of conduct and security practice. They shall be bound by the provisions of this Agreement, including but not limited to Confidentiality obligations, and Four shall, at the request of [Short Name], furnish satisfactory evidence to that effect.

During the term of this Agreement and for a period of 12 months from its expiry or termination [Short Name] will not employ, directly or indirectly any person employed by or acting on behalf of Four in relation to the Services. If [Short Name] is in breach of this condition then, in recognition that Four will suffer substantial damage, [Short Name] will pay Four by way of liquidated damages and not by way of penalty a sum equal to the current annual salary of the employee concerned unless agreed otherwise in writing.

Materials Provided by [Short Name]

When any program (other than the programs provided by Four under this Agreement) is to be made available to Four by [Short Name] and opened or installed by Four on [Short Name]' behalf and at [Short Name]' request, [Short Name] shall:

Indemnify Four against all liability arising in connection with the opening or use of such program.

Supply Four with all necessary passwords required for the installation of such program.

Complete any licence or support documentation contained with such program.

Be responsible for safeguarding their data.

If Four is requested by [Short Name] to adapt, modify or prepare derivative works based upon materials supplied by [Short Name], [Short Name] shall indemnify Four, its personnel and sub-contractors against any claims, demands, damages, costs and expenses made against or suffered by Four arising in connection with or relating to any such adaptation, modification or derivative work.

Four will have no responsibility or liability to [Short Name] or to any third party in respect of any failure on the part of Four to perform any of its obligations as a consequence of [Short Name]' failure to fulfil their responsibilities as set out in this Agreement and other project documentation produced throughout the project.

Intellectual Property and Results

If compliance with [Short Name] designs, specifications or instructions results in Four being subject to any claim for infringement of any third party intellectual property rights or any other third party rights, [Short Name] will indemnify Four against any claims, demands, damages, costs and expenses made against or suffered by Four as a result of any such claim or action.

If use of Four software, designs, specifications or instructions results in [Short Name] being subject to any claim for infringement of any third party intellectual property rights or any other third party rights, Four will indemnify [Short Name] against any claims, demands, damages, costs and expenses made against or suffered by [Short Name] as a result of any such claim or action.

Four will be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Services and any improvements to Four's products made or developed during the course of the Services will belong exclusively to Four.

The Results and the intellectual property rights in and relating to the service performed by Four will remain the exclusive property of Four.

[Short Name] is hereby granted a non-exclusive, non-transferable licence to use the Results for its own internal business purposes provided that [Short Name] does not:

- i) Provide or otherwise make available the Results or any part or copies or any related documentation in any form to any third party.
- ii) Transfer or assign the licence granted hereunder without Four's prior written consent.

[Short Name] hereby undertakes as a condition of the licence granted hereunder not to copy, adapt, vary or modify any programs developed by Four as part of the Results without Four's prior written consent

Miscellaneous

Exclusivity. This agreement is not an exclusive arrangement and nothing within it will operate to prevent Four from engaging in other consultancy or project management activities for any third-party.

Modification and Amendment. Except as otherwise set forth herein, this Agreement may be modified or amended only in writing by the consent of both parties.

Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of England, UK.

Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, war, fires, laws, regulations, acts orders of any government agency or official thereof, other catastrophes or any other circumstances beyond the party's reasonable control.

Export Control. The parties acknowledge that the Hosted Software may be subject to the export control laws of England and Wales and hereby agree to obey any and all such laws. The parties agree to comply with the laws of England and Wales and all applicable foreign laws relating to the use, importation, licensing or distribution of the Hosted Software.

Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by postal services to the other party at the address set forth below (or such other address as indicated by Four from time to time) and shown below:

Four Business Solutions Limited
30 Crispin Way, Farnham Common, Slough SL2 3UE
United Kingdom

[Customer Name]
[Address]
[Country]

Assignment. Neither party may assign this Agreement or any of its rights, duties or obligations under this Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld.

Severability and Waiver. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver (express or implied) by any party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, legal counsel has represented each party. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties. This Agreement shall not be interpreted or construed against any party to this Agreement because that party or any attorney or representative for that party drafted this Agreement or participated in the drafting of this Agreement.

Entire Agreement. This Agreement and all Appendices referred to herein embody the entire understanding of the parties with respect to the subject matter thereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter thereof.

Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.

Successors and Assigns. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Four and [Short Name].

Priority. To the extent that the terms and conditions of this Agreement conflict with any written statements or representations made by Four including, but not

limited to, those contained in any licence agreement contained in shrink-wrapped packages of the Hosted Software or in electronic on-line licence agreements, the terms and provisions of this Agreement shall be controlling.

This Agreement represents the complete agreement and understanding between Four and [Short Name] with respect to the subject matter herein, and supersedes any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Four and [Short Name]. Where applicable, a copy of the modified agreement will be issued to the Reseller [Reseller Name].

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts as of the date first written above.

For and on behalf of Four Business Solutions Limited		For and on behalf of [Customer Name]	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	
Witness		Witness	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Appendix A – Authorised Contact List for Support Purposes

As set forth in the Agreement, the following individuals shall be the [Short Name]' designated support contacts. At any time individual contact names may be changed by providing written notice to Four.

AUTHORISED CONTACTS:

1. [Contact Name]
[Telephone Number]
[email address]

2. [Contact Name]
[Telephone Number]
[email address]

3. [Contact Name]
[Telephone Number]
[email address]

Appendix B – Acceptable Use Policy and Online Rules of Conduct

As a provider of Internet access, web site hosting, and other Internet-related services, Four Business Solutions ("Company") offers its customers (also may be known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Company respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Company reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Company has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilising Company's services. This AUP will be revised from time to time. A customer's use of Company's services after changes to the AUP are posted on **Company's web site, www.cobblestonesystems.com**, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Customers obtain information through the Internet, they must keep in mind that Company cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that the Customer may acquire. For this reason, the Customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Company cannot monitor or censor the Internet, and will not attempt to do so, Company cannot accept any responsibility for injury to its Customer that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When Customer disseminate information through the Internet, they also must keep in mind that Company does not review, edit, censor, or take responsibility for any information its Customer may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Company's network and may reach a large number of people, Customer postings to the Internet may affect other Customers and may harm Company's goodwill, business reputation, and operations. For these reasons, Customer violate Company policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Company, but also because it can overload Company's network and disrupt service to the Customer. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Company has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Company is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Company's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using Company's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Company is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Company's network.

Defamatory or Abusive Language -- Using Company's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorised Access to Other Computers or Networks -- Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- Company reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that Company determines to be harmful to its Customer, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Company will not, as an ordinary practice, monitor the communications of its Customer to ensure that they comply with Company policy or applicable law. When Company becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Company also is aware that many of its customers are, themselves, providers of Internet services, and that information reaching Company's facilities from those customers may have originated from a customer of the subscriber or from another third-party. Company does not require its Customer who offer Internet services to monitor or censor transmissions or web sites created by customers of its Customer. Company has the right to directly take action against a customer of a subscriber. Also, Company may take action against the Company subscriber because of activities of a customer of the subscriber, even though the action may effect other customers of the subscriber. Similarly, Company anticipates that Customer who offer Internet services will cooperate with Company in any corrective or preventive action that Company deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Company policy.

Company also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Company urges its Customer to assume that all of their on-line communications are insecure. Company cannot take any responsibility for the security of information transmitted over Company's facilities.

Company will not intentionally monitor private electronic mail messages sent or received by its Customer unless required to do so by law, governmental authority, or when public safety is at stake. Company may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Company may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Company assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice.

Finally, Company may disclose subscriber information or information transmitted over its network where necessary to protect Company and others from harm, or where such disclosure is necessary to the proper operation of the system.

Company expects that its Customer who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. Customer's failure to comply with those laws will violate Company policy. Finally, Company wishes to emphasise that in signing the service agreement, Customer indemnify Company for any violation of the service agreement, law, or Company policy that results in loss to Company or the bringing of any claim against Company by any third-party. This means that if Company is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against Company, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Company and its Customer, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to info@four.co.uk
