



Agreement

Between

Pracctice Ltd

(Hereinafter referred to as Pracctice)

Suite 1, Falstaff House, Enigma Commercial Centre,
Enigma Business Park, Malvern,
Worcestershire, WR14 1JJ

and

A Y & J Solicitors

(Hereinafter referred to as the Customer)

2nd Floor, South Wing
Chancery Houe, 53-64 Chancery Lane
London
WC2A 1QS

For supply of the
Osprey.TM Software Package
And Ancillary Services



Microsoft Partner

Silver Independent Software Vendor (ISV)
Silver Web Development
Silver Software Development

Proposal



A) OspreyTM Service Fees

| Description | Monthly Cost |
|--|--------------|
| Core costs includes the provision of the Osprey.TM software, the first 3 Osprey.TM user licences, hosting services, support services, upgrades, the set up and configuration of your database, the entry by us of your matters with financial balances brought forward for data migration from your previous system, online pre go live project planning, one day on site review and further planning post go live at your offices and FREE ONLINE TRAINING ON THE SYSTEM FOR LIFE* | £185.00 |
| 1 Additional Osprey TM Licences Free of Charge for Kate Huckle | £ 0.00 |

| | |
|--|----------|
| Total Osprey TM Services fee | £ 185.00 |
| VAT @ 20% | £ 37.00 |
| Total Osprey TM Services fee including VAT | £ 222.00 |

| | |
|--------------------------------------|---------------|
| Cost per user per working day | £ 2.64 |
|--------------------------------------|---------------|

Optional Licences

B) Osprey™ Client Access

| No. | Description | Monthly Cost |
|-------------------------|---|--------------|
| Yes | Client Access including 2 hours per quarter of bespoke configuration* | £100.00 |
| | | |
| Optional Licences Total | | £ 100.00 |

C) Upfront cost spread interest free across the term of the Agreement

| No. | Description | Cost |
|----------------------|--|--------|
| 0 | Custom Built Case Management Packages.** | £0.00 |
| 0 | Additional custom built case management development days** | £0.00 |
| 0 | Costs in relation to the entry of additional matters with opening balances brought forward over 500, where opening balances are not supplied in our standard Microsoft Excel template format** | £0.00 |
| 0 | Custom Reports** | £0.00 |
| 0 | Project Management Services** | £0.00 |
| Optional Items Total | | £ 0.00 |

* bespoke configuration time may not be carried forward to subsequent quarters. Any time not utilised within the quarter it is gained will be lost

**Payable interest free over the term of the Agreement

D) Hosted Exchange Monthly Service Fees

| No. | Description | Monthly Cost |
|-----|--------------------------|--------------|
| 0 | Hosted Exchange Licences | £0.00 |

| | |
|--|-------|
| Monthly Hosted Exchange Service fees | £0.00 |
| VAT @ 20% | £0.00 |
| Total Monthly Hosted Exchange Service fees inc VAT | £0.00 |

Plus

Set Up Assistance

| No. | Description | Cost |
|-----|--|-------|
| 0 | General Assistance – including Exchange database setup | £0.00 |

| | |
|---------------------------------------|-------|
| Set Up Assistance Costs | £0.00 |
| VAT @ 20% | £0.00 |
| Total Set Up Assistance Costs inc VAT | £0.00 |

Notes: Mail box capacity is 5Gb – additional storage is available.

Payment terms: Full payment to be made for all items shown prior to initial delivery, or lease/lease purchase to be in place prior to initial delivery with confirmation of delivery faxed to leasing company on day of initial delivery.

E) Osprey™ Connector Monthly Service Fees

| No. | Description | Monthly Cost |
|-----|----------------------------|--------------|
| 3 | Osprey™ Connector Licences | £ 30.00 |

| | |
|---|---------|
| Osprey™ Connector Service fees | £ 30.00 |
| VAT @ 20% | £ 6.00 |
| Total Monthly Osprey™ Connector Services fees inc VAT | £ 36.00 |

Free Online Training Plan

| Type of Session |
|--|
| Welcome to Osprey™ Training Session |
| Data Verification |
| General User |
| Case Management User |
| Case Management Supervisor (Dossier Pages, Standard Letters & Workflows) |
| Case Management Supervisor Advanced – Questionnaires and Views |
| Case Management Supervisor Advanced – Matter Views and Extensions |
| Case Management Supervisor Advanced – Client Level and File System |
| Accounts 1 (Basic) |
| Accounts 2 (Banks/Journals) |
| Accounts 3 (Supplemental) |
| Month End & Year End |
| Cheque, Bill & Label Templates |
| Time Recording Supervisor |
| Financial Supervisor |
| CDS Reporting |
| Word Add In |
| Report Writer |
| KPI Charts & Configuration |
| Prospect Management |
| Standard & Financial Reports |
| Web Publisher |
| Formulae |
| Advanced Workflow Actions |
| Osprey™ Quality Assessment Review |

Please note: additional sessions may be booked from the above list as and when required, the above is merely a guide as to the initial sessions to be booked as part of your Osprey™ implementation. It may also be the case that some of the entries marked “N” above are not required as they are either covered during your online pre go live planning session or post go live review and further planning day onsite.

Summary

| Monthly Fees | |
|---|----------|
| A) Osprey™ Service Fees | £ 185.00 |
| | |
| B) Osprey™ Client Access | £100.00 |
| C) Upfront cost spread interest free across the term of the Agreement | £ 0.00 |

| | |
|--------------------------------------|----------|
| Osprey™ Total Monthly Fee (A + B +C) | £ 285.00 |
|--------------------------------------|----------|

| | |
|--|---------|
| D) Hosted Exchange Monthly Service Fee | £0.00 |
| E) Osprey™ Connector Monthly Service Fee | £ 30.00 |

| | |
|---------------------------------------|----------|
| Total Monthly Fee (A + B + C + D + E) | £ 315.00 |
| VAT @ 20% | £ 63.00 |
| Total Monthly Fee inc VAT | £ 378.00 |

| One off Set Up Assistance Costs | |
|---------------------------------------|-------|
| Set Up Assistance Costs | £0.00 |
| VAT @ 20% | £0.00 |
| Total Set Up Assistance Costs inc VAT | £0.00 |

Valid for 30 days from 11 December 2019 E & OE

(Please note that monthly fees are payable monthly in advance by Direct Debit Mandate, a copy of which is enclosed on page 6 of this Agreement for you to fill in).



Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form including official use box using a ball point pen and send it to:

Pracctice Limited
Suite 1 Falstaff House
Enigma Commercial Centre
Malvern
Worcestershire
WR14 1JJ

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society
To The Manager Bank/Building Society

Address

Postcode

Reference

Originator's Identification Number

4 2 0 3 2 1

FOR PRACCTICE LIMITED OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society

Instruction to your Bank or Building Society
Please pay Pracctice Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Pracctice Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account



This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Pracctice Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Pracctice Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by Pracctice Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Pracctice Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

AGREED SCHEDULES TO THE AGREEMENT

- A Software Definition
- B Minimum Operating Environment
- C Terms and Conditions of Provision of Service
- D Terms and Conditions of Customer Support Services
- E Acceptable Use Policy
- F Service Level Agreement
- G Training Contract
- H Data Conversion Contract – only for firms purchasing electronic conversion

Commencement Date: 01/05/2017

Official Date of Delivery: 01/05/2017

Termination Date: 30/04/2020

I have read and understand this Agreement incorporating the agreed Schedules and Payment Terms

SIGNED by

for and on behalf of

A Y & J Solicitors

On this day

Email Address of signatory



SIGNED by

for and on behalf of

PRACTICE LTD

On this day 19 April 2017

DEFINITIONS

In this agreement, and in the Schedules attached hereto, unless otherwise specified or the context otherwise requires the following expressions shall have the following meanings:-

- ‘Ancillary Services’ means delivery, installation, training, data conversion, project management, and such other services as may be provided by Pracctice in respect of this Agreement and which are described in Proposal
- ‘Contracted Services’ means (1) the provision of Licences, Support and Hosting and (2) the performance of the Ancillary Services by Pracctice pursuant to this Agreement.
- ‘Customer’s Data’ means all data entered into or uploaded to the Software by the Customer, or by Pracctice as part of the implementation
- ‘Customer Support Services’ means the Software support provisions set out in Schedule D.
- ‘Customer’s System’ means the Customer’s computer system upon which the Software is to operate which must meet the Minimum operating environment specified in Schedule B.
- ‘Elements’ means the elements or parts of the Contracted Services to be provided by Pracctice to the Customer, which are more particularly described in the Schedules to this Agreement.
- ‘Commencement Date’ means the date upon which the Customer has access to any use of the software.
- ‘Program Documentation’ means the On-Line Help system and any other documentation in respect of the Software necessary to enable the Customer to operate the Software.
- ‘Provision of Service’ means access to the Software in accordance with Schedules C, D, E and F.
- ‘Schedules’ means the schedules attached to this Agreement.
- ‘Service Fees’ means the combination of fees payable for Licences, support and hosting services.
- ‘Online Training Session’ means training sessions provided online or by telephone where Pracctice’s staff do not attend the Site.
- ‘Site’ means the offices of the Customer as specified on the front page of this Agreement and/or such other office from which the Customer may carry on business from time to time
- ‘Software’ means the software package as described in Schedule A.
- ‘Timetable’ means the timetable specifying the dates for Delivery of each of the Elements of the Contracted Services as set out during the initial training and as the same may be amended from time to time in accordance with the terms of this Agreement.
- ‘Proposal’ means the offer from Pracctice to the Customer detailing the cost for and the provision of services to be provided by Pracctice in line with the Customer’s requirements as set out on pages two – six of this agreement
- ‘Confidential Information’ shall include but will not be limited to all of the customer’s data held by Pracctice.
- ‘Suppliers Premises’ any location where the customers’ data is stored on behalf of Pracctice.
- ‘SRA’ The Solicitors Regulatory Authority, to include any successor body.
- ‘IDRS Limited’ are an independent complaints review and ombudsman specialist

SOFTWARE LICENCE

- 1.1 Pracctice agrees to provide the Software to the Customer in accordance with this Agreement and hereby grants to the Customer a personal, non-exclusive, non-transferable, licence (the "Licence") to use the Software, for the duration of this Agreement, together with any additional modules and any corrections, modifications, enhancements or upgrades provided from time to time under the Customer Support Service, all in accordance with the following Licence terms.
- 1.2 The Customer may only use the Software subject to the number and type of licences purchased as described in the proposal and in the presence of a current valid and up to date service fees payment for such.
- 1.3 The Customer undertakes:
 - 1.3.1 not to copy the Software without the express written consent of Pracctice; except in the case of the Customer hosting the Software themselves and then only for normal system operation, for back-up and for disaster recovery purposes;
 - 1.3.2 except to the extent permitted by law, not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Software without the express written consent of Pracctice, except as permitted by the Copyright Designs and Patents Act 1988;
 - 1.3.3 to maintain accurate and up-to-date records of the number and location of all copies of the Software supplied by Pracctice and to supervise and control use of the same;
 - 1.3.4 to replace the Customer's version of the Software with a supported version supplied by Pracctice in accordance with the Software Upgrade Policy specified in Schedule D and return to Pracctice or destroy earlier unsupported versions;
 - 1.3.5 to reproduce and include the copyright notice of Pracctice on all and any copies, whether in whole or in part, in any form, or on modifications of the Software made pursuant to this Agreement;
 - 1.3.6 not to provide or otherwise make available the Software in whole or in part in any form to any person other than to the Customer's partners or employees, or contractors instructed to maintain and support the Customer's computer system, nor to use the Software for any other purpose than the Customer's own business without prior written consent from Pracctice;
- 1.4 Term
 - 1.4.1 Subject to clause 18, this Agreement will commence on the Commencement Date and shall continue until the Termination Date.

2 ANCILLARY SERVICES

- 2.1 The delivery, installation, additional online training services, data conversion, project management, support and other services agreed to be provided by Pracctice in respect of this Agreement are more fully described in Proposal. Any change to such services will be by agreement between the parties.

3 ONLINE TRAINING SERVICES

- 3.1 Online Training Sessions are not designed or offered to facilitate the entry of or amendment to data held on the Customers database by Pracctice's support or training department.
- 3.2 Online Training Sessions must take place on a one to one basis.

4 TIMETABLE

- 4.1 The Timetable for implementation shall be agreed upon receipt of this contract once resource availability can be allocated.

- 4.2 The Timetable may only be amended with the mutual agreement of the parties unless any date requires to be amended as a result of any act, omission or failure of a third party supplier.

5 PAYMENT TERMS

- 5.1 Payment is due prior to the Commencement Date.
- 5.2 Payments must be made by direct debit mandate unless agreed in writing by Pracctice. Payments expressed as a monthly charge must be paid monthly in advance.
- 5.3 The Customer agrees that where opening balance data is not supplied electronically in our standard CSV (Comma Separate Value)/Microsoft Excel format template and manual entry is therefore required, the entry of any additional matters above the first 500 will be charged at a rate of not less than £1.00 per matter.
- 5.4 Failure to supply data for entry in accordance with Schedule H may lead to additional charges being made on a time and materials basis
- 5.5 The amount of any invoice shall not be treated as paid until any cheque or other instrument of payment given by the Customer has been met on presentation or otherwise honoured in accordance with its terms.
- 5.5.1 In the event of failure to pay any invoice including refusal to pay on presentation any Direct Debit mandate request or cheque Pracctice reserves the right to suspend access to the services with immediate effect and to continue the suspension of services until such time as cleared funds have been received. Pracctice Limited also reserves the right to charge an administration fee of £50.00 plus VAT for each re-presentation of a Direct Debit mandate or for each cheque that is cashed and not honoured. A reactivation fee of £25.00 plus VAT will be also be charged on reactivation of your service where you service has been suspended due to non-payment of your Service Fees.
- 5.5.2 In the event that the Customer fails to pay any invoice including refusal to pay on presentation of any Direct Debit mandate request three times during the term of this agreement Pracctice Limited reserves the right to cease Direct Debit collections and will provide the service on the basis that the Customer ensures cleared funds are with Pracctice Limited by the payment date. Where cleared funds are not with Pracctice Limited by the payment date Pracctice Limited reserves the right to suspend access to the services with immediate effect and to continue the suspension of services until such time as cleared funds have been received.
- 5.5.3 In the event of failure to pay any Services Fees including refusal to pay on presentation of any direct debit within 60 days of the Service Fees falling due the entire amount of the Service Fees payable according to this agreement shall fall due for payment immediately.
- 5.5.4 In the absence of a valid reason late payment of any invoice will bear interest at a rate equal to 2% over the base rate of The Bank of England from time to time, after as well as before any judgement thereof.
- 5.5 As part of our carbon neutralisation plan Pracctice Limited only supply electronic invoices. These can be emailed or sent to you by facsimile. Should you require a printed version of the invoice a charge of £15.00 plus VAT will be levied per invoice to cover our administration costs.

6 ADDITIONAL USER LICENCES AND ADDITIONAL SERVICES

- 6.1 Additional user licences and additional services will be subject to the terms of this contract to include the specified termination date.

7 PROPERTY AND RISK

- 7.1 Risk in each Element of the Contracted Services shall pass to the Customer upon delivery to the Site.

8 PRACCTICE'S UNDERTAKINGS

- 8.1 Pracctice hereby undertakes:

- 8.1.1 to provide and install the Software for use with the Customer's System;
- 8.1.2 to use all reasonable endeavours to supply the Elements of the Contracted Services in accordance with the provisions of this agreement;
- 8.1.3 (where applicable) to convert the Customer's data from the Customer's existing system into the Software as specified in the Proposal;
- 8.1.4 to use all reasonable skill and care to carry out the Contracted Services in a proper and efficient manner;
- 8.1.5 to correct or rectify any faults or defects in the Software arising or occasioned through its proper use, in accordance with the Terms & Conditions of Customer Support Service.
- 8.1.6 if necessary, to attempt where possible to recover and to the extent possible reconstruct any lost or corrupted data arising or occasioned through proper use of the Software, in accordance with the Terms & Conditions of Customer Support Service.
- 8.1.7 to comply with security obligations at least equivalent to those imposed on the Customer
- 8.1.8 to hold the Customer's Data, which shall remain the property of the Customer, on facilities within the UK and not to pass any such data outside the EEA
- 8.1.9 to be registered with the ICO and meet all necessary requirements of the Data Protection Act in regards to the Customer's Data

9 CUSTOMER'S UNDERTAKINGS

- 9.1 The Customer undertakes:
 - 9.1.1 to provide all such information as Practice may reasonably require from the Customer's staff and otherwise in all respects punctually to undertake and complete all such matters as are to be undertaken and completed by the Customer in this agreement;
 - 9.1.2 to ensure that suitably qualified and properly trained personnel are available to assist Practice in carrying out the Contracted Services;
 - 9.1.3 to adhere to the Timetable dates insofar as the same relate to the Customer to ensure that Practice is not hindered or prevented from carrying out the Contracted Services in accordance therewith;
 - 9.1.4 to ensure that the equipment used to access the Software is of a suitable nature and is fit for purpose;
 - 9.1.5 to ensure that efficient and reliable Internet bandwidth is available to make use of the Software.

10 INTELLECTUAL PROPERTY RIGHTS & PROPRIETARY RIGHTS

- 10.1 All title, interests, and rights (including intellectual property rights) in the Service remain in Practice and/or its suppliers. The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardise, limit or interfere in any manner with Practice (or any third party supplier's) title, interests or rights with respect to the Service including, but not limited to, using its trademarks or trade name.
- 10.2 The Customer shall faithfully reproduce the copyright symbol and clause of Practice on all copies (authorised or otherwise) made of the Software. The Customer shall not either during or after the expiry or termination of this agreement, without the prior written consent of Practice abuse or permit the abuse of such copyright or use or adopt any trade mark, trade name or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name or commercial designation used by Practice.
- 10.3 Title and related rights in any content accessed through the Service are the property of the applicable content

owner and are protected by applicable laws. The right to use granted to the Customer under this agreement gives the Customer no rights to such content. If the Customer wishes to use such content, the Customer must ensure that he has the appropriate consent or licence of the content owner.

11 WARRANTIES

- 11.1 Practice warrants to the Customer that:
- 11.2 its title to and property in the Software is free and unencumbered and that it has the right, power and authority to enter into this Agreement;
- 11.3 the software will operate substantially in accordance with the provisions of Schedule A.

12 LIMITATION ON LIABILITY

- 12.1 Nothing in this agreement shall exclude or limit liability for (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees or (b) fraud.
- 12.2 Practice and the Customer limit their liabilities to a maximum of one million pound being the insured sum under our professional indemnity policy in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with this agreement for:
 - 12.2.1 any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
 - 12.2.2 any loss of goodwill or reputation; or
 - 12.2.3 any special, indirect or consequential losses or any destruction of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this agreement, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under this agreement.
- 12.3 Each provision excluding or limiting liability shall be construed separately, applying and surviving even if for any reason any other provision does not remain in force, notwithstanding the expiry or termination of this agreement.

13 CONFIDENTIALITY AND NON-COMPETITION

- 13.1 Each of Practice and the Customer hereby undertakes to the other both during the term of the agreement and after its termination and in perpetuity where it is reasonable to do so;
 - 13.1.1 to keep in confidence all Confidential Information using at least the same standard of care that each of the parties use with their own confidential information, but in any event no less than reasonable care. Each of the parties may not use or disclose any Confidential Information other than for purposes and activities specifically permitted by the agreement. Each of the parties may only disclose Confidential Information to an employee or contractor under binding obligations of confidentiality substantially similar to those set forth in this agreement on a 'need to know' basis. If either party is legally compelled to disclose any Confidential Information, then, prior to such disclosure, the party must:
 - 13.1.2 immediately notify the other party to allow the party an opportunity to contest the disclosure;
 - 13.1.3 assert the privileged and confidential nature of the Confidential Information; and
 - 13.1.4 co-operate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection is not obtained the party making the disclosure may disclose the Confidential Information only to the extent necessary to comply with applicable legal requirements.
- 13.2 The foregoing obligations of Clause 13.1 shall not apply to any information, which either party is required as

a matter of law to disclose or provide, or to any information, which comes into the public domain other than by breach of this Clause.

- 13.3 Each of Pracctice and the Customer hereby undertakes to the other to make all relevant employees, agents and sub-contractors aware of the confidentiality of such information and the provisions of this clause and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause.

14 INDEMNITY

- 14.1 Pracctice shall indemnify and hold harmless the Customer against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Software by the Customer during the currency of this agreement infringes any United Kingdom patent, copyright, registered design or trade mark rights of such third party (an 'Intellectual Property Infringement') only where the Customer is using the Software in accordance with the Acceptable Use Policy as detailed in Schedule E.
- 14.2 In the event of an Intellectual Property Infringement, Pracctice shall forthwith make without charge to the Customer such necessary arrangements with such third party for the right to continue to use the Software or make such alterations, modifications or adjustments to the Software as shall be necessary to make the same non-infringing but still compliant with the Customer Requirements only where the Customer is using the Software in accordance with the Acceptable Use Policy as detailed in Schedule E.

15 DATA PROTECTION/PERSONAL DETAILS

- 15.1 Pracctice may retain the Customer's Data and personal information, and the Customer authorises Pracctice to use its personal data and information, for the following purposes:
- 15.1.1 provision of the Service to the Customer;
 - 15.1.2 keeping of a record for a reasonable period after termination of the Customer's Service;
 - 15.1.3 operation and enforcement of these Conditions;
 - 15.1.4 technical maintenance;
 - 15.1.5 providing the Customer with information about other services Pracctice offer, subject to the Customer's right to opt out of receiving such information;
 - 15.1.6 transferring it to another company in the event of a sale of Pracctice subject to the transferee agreeing to be bound by Clause 15.1. above; and
 - 15.1.7 legal compliance including disclosing it to any third party who Pracctice reasonably consider has a legitimate interest in any such investigation or its outcome.
- 15.2 It is the Customer's responsibility to keep the personal data that the Customer provide to Pracctice up to date. Pracctice may send notices or other information to the Customer at the address the Customer give Pracctice. The Customer should notify Pracctice immediately of any change to the Customer's personal data.
- 15.3 Pracctice will act only in performing the provision of the Contacted Service, or upon instructions from the Customer, in regards to the processing of the Customers Data.

16 ACCESS TO PREMISES

- 16.1 Pracctice shall provide the Customer, the SRA or authorised agents of the SRA access to the Suppliers Premises within 10 days of receipt of a Request for Access to the Suppliers Premises being delivered to Pracctice. Any persons shall be escorted whilst at the Suppliers Premises at all times and must make their own arrangements for attending the Suppliers Premises. Pracctice shall charge the Customer £1000.00 plus

VAT per location per Request for Access to the Supplier Premises. This sum shall become due immediately upon Pracctice receiving the Request for Access to the Suppliers Premises and is payable in accordance with clause 5.2 of this Agreement.

- 16.2 Pracctice shall enable the SRA or an authorised agent of the SRA to obtain information from, or inspect the records of the Customers Data held within the Software Package.

17 COMMENCEMENT

- 17.1 The contract commences on the Commencement Date as specified in the Agreement.

18 TERMINATION

- 18.1 This agreement may be terminated:

18.1.1 By Pracctice on the Termination Date with such termination requiring notice of no less than 180 days having been supplied to the Customer;

18.1.2 By the Customer:

18.1.2.1 prior to or on 90 days before the one year anniversary of the Commencement Date in order to effect termination on the one year Anniversary of the Commencement Date;

18.1.2.2 prior to or on 90 days before the Termination Date in order to effect termination on the Termination Date;

18.1.2.3 after 90 days before the Termination Date but on or prior to the Termination Date in order to effect termination at 90 days after supplying notice of intent to terminate;

18.1.3 Where such notice is not supplied by either the Customer or Pracctice Limited the contract shall be automatically renewed in accordance with clause 20;

18.1.4 forthwith by Pracctice if the Customer fails without due cause to pay any sum due within 90 days of the due date thereof;

18.1.5 forthwith by either party (or a third party acting on the Customer's behalf or instruction) if the other commits any material breach of any term of this agreement (other than one falling within Schedule 3, Provision of Service Clause 3.1) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

18.1.6 forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignation/assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of a bona fide amalgamation or reconstruction);

18.1.7 by Pracctice immediately upon written notice to the Customer if it becomes unlawful for Pracctice to continue to provide the Service; or (ii) Pracctice is required to cease the Service by a competent regulatory authority;

18.1.8 The provisions of this agreement regarding Confidential Information and limitation of liability shall survive the termination of the agreement;

18.2 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is

expressly or by implication intended to come into or continue in force on or after such termination including but not limited to clauses 10, 12, and 13;

- 18.3 In the event of termination of this agreement by Pracctice as a result of the Customer's breach of the Software Licence or non-payment of monies owing relating thereto, the Customer shall cease immediately to use the Software and Pracctice shall disable access to the same within 7 days of the date of termination.

19 DISPUTE RESOLUTION

- 19.1 Should the Customer have reason to make a complaint in respect of the Service provided by Pracctice the Customer should make a complaint in accordance with Pracctice's Escalation & Complaints Procedure, a copy of which will be supplied as part of your sales documentation and a further copy of which can be supplied upon request.
- 19.2 If after completing Pracctice's Escalation & Complaints Procedure the Customer wishes to raise a formal dispute, the parties having already endeavoured to resolve any dispute or claim whatsoever arising in relation to the agreement to the Sales Implementation Procedure that proceeded the agreement and/or to the validity of the agreement itself by means of good faith negotiations which will have taken place between senior executives of the parties who shall have authority to settle the dispute and that this dispute is not resolved within 30days from the commencement of these good faith negotiations both parties agree that the dispute will be resolved by Arbitration under the Rules of the Computer Software for Solicitors Arbitration Scheme as operated by the Centre for Effective Dispute Resolution (CEDR).
- 19.3 Subject to Clause 19.2 either party will be entitled to serve Notice to Arbitrate under the Computer Software for Solicitors Arbitration Scheme.
- 19.4 All negotiations in relation to the matters in dispute shall be strictly confidential and shall be without prejudice to the rights of the parties in any future proceedings.
- 19.5 The parties agree to be bound by the award made by the Arbitrator. Awards shall be final and binding on the parties as from the date of publication by the Arbitrator.

20 RENEWAL

- 20.1 This Agreement will be renewed on the same terms for a period of no less than the term between the commencement date and the termination date of this Agreement in the event that notice of termination has not been supplied in accordance with Clause 18.

21 FORCE MAJEURE/ MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

- 21.1 If either party is unable to perform any of its obligations under this agreement because of a matter beyond that party's reasonable control including, but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or acts or omissions of third party telecommunications service providers, that party shall have no liability to the other for such failure to perform its obligations.

22 NOTICES

- 22.1 Any notice required to be given hereunder shall be deemed to be properly given if delivered by hand or sent by pre-paid post or facsimile to the party concerned at the address or facsimile number, as the case may be, specified below or to such other address or facsimile number as may from time to time be communicated to the sender of the notice. Notices sent by pre-paid post shall be deemed to have been received three (3) working days after the date of posting. Notices delivered by hand or sent by facsimile shall be deemed to have been received on the first working day following the date of delivery or sending as the case may be.

Pracctice: address - as specified on page 1

Facsimile No: 01684 210 375

Customer: address - as specified on page 1

Facsimile No:

23 ASSIGNATION/ASSIGNMENT

- 23.1 Pracctice reserves the right to assign or sub-contract any or all of its rights and obligations under this agreement without the Customer's further consent to such assignment or sub-contract.
- 23.2 The Customer shall not, without the prior written consent of Pracctice, assign or transfer the Software or the benefit of this agreement or any of its rights hereunder to any other person, firm or company provided, however in the event that the Customer's business becomes an LLP, is merged, taken over in whole or substantially in whole by another party, Pracctice will not unreasonably withhold or delay its consent although Pracctice will be entitled to review any Fees and Charges in the event of any change in the number of user licences or the Site location to the extent that the same affects implementation or performance of the Contracted Services including but not limited to the provision of support.

24 WAIVER

- 24.1 Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this agreement nor prejudice that party's rights to take subsequent action.
- 24.2 Any waiver of any breach of any provision of the agreement will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the agreement. A waiver of a provision or breach of a provision of the agreement will only be effective if made in writing and signed by an authorised representative of the waiving party.

25 AMENDMENT OF THESE CONDITIONS

- 25.1 Pracctice reserves the right to add to and/or amend the Conditions at any time upon giving not less than 30 days' notice to the Customer provided that such addition or amendment does not materially change the commercial effect of the Conditions. Such changes shall be notified to the Customer by posting on Pracctice's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service.

26 ENTIRE AGREEMENT AND AMENDMENTS

- 26.1 The agreement will constitute the entire agreement between the parties concerning the subject matter of these Conditions. It will supersede all prior and contemporaneous agreements, communications and representations (except for fraudulent or negligent misrepresentations) whether oral or written, between the parties relating to the subject matter of this agreement, and all past courses of dealing or industry custom. The Agreement will prevail over any other conflicting written instrument or other notice the Customer may submit to Pracctice.

27 HEADINGS

- 27.1 The headings of the clauses of this agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this agreement.

28 SEVERABILITY

- 28.1 In the event that any or any part of the terms, conditions or provisions contained in this agreement or any schedule attached or adopted as relative hereto be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the

remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

29 MISCELLANEOUS

- 29.1 The licence granted under the agreement will not create a partnership, joint venture, agency relationship or franchise relationship.
- 29.2 Notwithstanding any other provision in this agreement, nothing in this agreement will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the Customer or Pracctice.
- 29.3 If the Customer has involved any third party during the process of contracting for Osprey™ the Customer may, at any time, contact Pracctice in order to establish whether commission has been paid by Pracctice to that third party.

30 PROPER LAW

- 30.1 The agreement shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

Schedule A

Software Definition

- 1 The Software means the software package, created and marketed by Pracctice as at the date of this agreement together with any corrections, modifications, enhancements and updates which may be provided to the Customer from time to time during the continuance of the Customer Support Service.
- 2 The Software will operate substantially in accordance with the functionality as described in the software user manual as published at the commencement date of this agreement as may be amended from time to time throughout the Term of this agreement
- 3 The use of the Software will be limited to functionality as described in Proposal and paid for by the Service Fees.
- 4 The software user manual as may be supplied at the commencement of this agreement and may be amended from time to time throughout the Term of this agreement substantially describes the functionality of the Software in full without reference to the permission of the Customer to use such functionality which is subject to Clause 1.2 above.
- 5 New functionality of the Software may be subject to an increase in the Service Fees where the use of the new functionality is optional for the Customer.
- 6 The Software will comply with the Solicitors Accounts Rules according to the Solicitors Regulation Authority.

Schedule B

Minimum Operating Environment

Workstations

Accounts and Report writing Users:

Intel® Pentium® Dual-Core Processor E5400 (2.70GHz, 800FSB, 2MB cache)
2048MB 1000MHz Dual Channel DDR2 SDRAM [2x1024]
Windows 7 Operating system – Or later
Microsoft Office 2010 – Or later
Microsoft Internet Explorer Version 10 to be installed – Or later

Case Management Development Users

Intel® Pentium® Dual-Core Processor E5400 (2.70GHz, 800FSB, 4MB cache)
4096MB 1000MHz Dual Channel DDR2 SDRAM [2x2048]
Windows 7 Operating system – Or later
Microsoft Office 2010 – Or later
Microsoft Internet Explorer Version 10 to be installed – Or later

View Only

Intel® Pentium® Dual-Core Processor E5400 (2.70GHz, 800FSB, 2MB cache)
2048MB 1000MHz Dual Channel DDR2 SDRAM [2x1024]
Windows 7 Operating system – Or later
Microsoft Internet Explorer Version 10 to be installed – Or later

Internet Connection

Broadband ADSL Internet connection. Bandwidth is based on number of users.

Internal Network Connections

When Osprey TM is to be used via an internal network, a router / firewall will be required in order to connect all users at to the same Internet connection. A print server may also be required to allow for central printing and the central storage of data that does not relate to the Osprey.TM system.

If any of the above is already installed within a firm, Pracctice reserve the right to audit it's suitability for Osprey.TM. If any of these items are to be installed as part of the Osprey.TM project Pracctice must be consulted by the suppliers of these services in order to verify their suitability.

Anti Virus Protection

All Customers are responsible for their own virus protection scheme. Many sites opt to put Firewalls in place but these do not replace the need for anti-virus Software. Firms must also ensure that they are running the appropriate level of protection for the solution at their offices.

Please note all of the above only relates to the successful implementation and running of the Osprey.TM system. For advice and the minimum requirements needed for any other applications / services the practice wishes to install and run they should refer directly back to the supplier of these services

NB All information is correct at the time of publication.

Schedule C

Terms & Conditions of Provision of Service

IMPORTANT: The Customer's use of the Service (as defined below) and /or acceptance of these Terms and Conditions ('Conditions') constitute the Customer's agreement to be bound by these Conditions. These Conditions must be read in conjunction with the Acceptable Usage Policy set out in Schedule E and Service Level Agreement set out in Schedule F which may be subject to change from time to time upon reasonable notice by Pracctice to the Customer. It is the Customer's responsibility to ensure that they comply with the latest edition of the Acceptable Usage Policy (AUP) in force at any given time.

These Conditions, together with those of Pracctice AUP, explain the responsibilities of Pracctice to the Customer and the Customer's responsibilities to Pracctice and to other users of the Service ('Users'). The AUP in particular outlines what Pracctice considers to be unacceptable use of the Internet by our customers so that Pracctice can take appropriate steps against abusers of the Internet. The AUP is an integral part of these Conditions and, unless otherwise expressly stated, all references to Conditions include reference to the AUP.

Terms and conditions for Pracctice Hosting Services:

Definitions

Please note some terms used in these Conditions have a certain meaning:

'Access Line' means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to Pracctice.

'Act' means the Telecommunications Act 1984; 'Agreement' means these Conditions together with the AUP.

'Carrier' means any supplier of telecommunications services to Pracctice for the Service.

'Commencement Date' means the date when the Customer first receives access to the Service.

'Confidential Information' means any information of a confidential nature obtained under or in connection with this Agreement.

'Customer' means the person who orders the Service and person shall be taken to include bodies corporate or unincorporated. Pracctice may accept instructions from another person who Pracctice reasonably believes is acting with the Customer's authority or knowledge.

'Service' means the provision of the Software and Hosting Services.

1 Provision of the Service

1.1 Pracctice will provide the Service to the Customer in accordance with the Conditions and with reasonable skill and care. It is technically impracticable to provide the Service free of faults and Pracctice does not undertake to do so.

1.2 Pracctice undertake to provide a facility for the Customer to download their data in Microsoft SQL format in order to retain a local copy of such for the term of the agreement.

- 1.3 Pracctice will use its reasonable endeavours to provide a prompt and continuing Service but will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of Pracctice, or by errors or omissions of the Customer.
- 1.4 Pracctice exclude all and any warranties and conditions of any kind, whether express or implied, in respect of any content or data obtained or downloaded from the Service or the accuracy of information received through it.
- 1.5 Pracctice provides no warranties of any kind in relation to any equipment or configuration of any equipment used to access the Software
- 1.6 Pracctice provides no warranties of any kind in relation to the Customers use or provision of Internet bandwidth to access the software
- 1.7 To use the Service, the Customer needs to supply Pracctice with certain details. Pracctice will respect the privacy of this information and will comply with applicable data protection legislation in respect of it.
- 1.8 The Customer acknowledges that the Service will depend upon the characteristics of the Customer's Access Line.
- 1.9 From time to time certain Points of Presence (PoPs), servers, or the whole or part of the network may be closed down for routine repair or maintenance work. Pracctice or its authorised representative shall give as much notice as in the circumstances is reasonable and Pracctice shall endeavour to carry out such works during the scheduled maintenance periods as published from time to time.
- 1.10 Pracctice may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Pracctice will give the Customer as much notice as possible of any planned interruption of the Customer's Service. In these circumstances the Customer shall have no claim against Pracctice for any such interruption.
- 1.11 Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:
 - 1.11.1 redistribute, encumber, sell rent, lease, sub-license, copy or use the Service or otherwise transfer rights to the use of the Service to any third party, whether in whole or in part;
 - 1.11.2 disclose Service features, errors or viruses to any third party without the prior written consent of Pracctice;
 - 1.11.3 use the Service except in conjunction with Pracctice recommended operating environment, notified by Pracctice; or
 - 1.11.4 modify the Service without Pracctice prior written consent.
- 1.12 It is the Customer's sole responsibility to maintain security over the identity of their passwords.

2 Service Fees

- 2.1 Pracctice reserves the right to suspend the provision of Service to the Customer immediately if the Customer is in default of payment. Such action is without prejudice to the rights of either party accrued prior to the date of suspension.
- 2.2 Pracctice will only provide the Service whilst there is a direct debit mandate in operation. The Customer is required to give notification in the event that they should cancel a direct debit mandate. In the event that a direct debit mandate is not in operation Pracctice reserves the right to suspend the provision of Service to the Customer immediately.

3 The Customer's Use of the Service

- 3.1 The Customer must NOT use the Service:
 - 3.1.1 in a way that does not comply with the Conditions or any legislation or that is in any way unlawful or fraudulent; or
 - 3.1.2 in connection with the carrying out of a fraud or criminal offence; or
 - 3.1.3 to send, encourage the receipt of, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programs, or which could reasonably be expected to cause overloads to the Pracctice System; or
 - 3.1.4 to send or procure the sending of unsolicited advertising or promotional material; or
 - 3.1.5 in a way that does not comply with any instructions given by Pracctice for reasons of health, safety or the quality of the Carrier's telecommunications services or the Pracctice System; or
 - 3.1.6 to attempt to use the Service in a way that modifies, decompiles, translates, reverse engineers, reconfigures, disassembles or otherwise alter or attempt to modify or reconfigure the Service or any Equipment or Software or copy any manual or documentation relating to the Service except to the extent applicable law specifically prohibits such restrictions;
 - 3.1.7 to distribute copies of the licensed programs or their documentation to others;
 - 3.1.8 to rent, lease or grant its rights to the licensed programs;
 - 3.1.9 to ship or transmit (directly or indirectly) any copies of the licensed programs or any technical data in the licensed programs or its media or any direct product thereof to any entity or country destination.
- 3.2 The Customer will co-operate with Pracctice reasonable requests for information regarding the Customer's use of the Service and supply such information without delay.
- 3.3 The Customer warrants that as the registered user of the account, it will keep the username and password secure and not let them become public knowledge and that the password will not be stored anywhere on a computer in plain text.
- 3.4 Use by others: The Customer acknowledges that Pracctice is unable to exercise control over the content of information passing over the Pracctice network or via the Service, and Pracctice hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.
- 3.5 Each Software Licence allow for a 5Gb data storage capacity. Should your data usage exceed this capacity Pracctice reserves the right to make additional charges for the same.

4 Domain Names & Internet Protocol Addresses

- 4.1 The Customer confirms and warrants that it is the owner of, or that the Customer has been and is duly authorised by the owner to use, any trade mark or name requested or allocated as its domain name.
- 4.2 The Customer acknowledges that Pracctice cannot guarantee that any domain name the Customer requests will be available or approved for use.
- 4.3 Pracctice has the right to require the Customer to select a replacement domain name and may suspend the relevant service associated with the domain name if, in the opinion of Pracctice, there are reasonable grounds

for Pracctice to believe Customer's current choice of domain name is, or is likely to be, in breach of the provisions of this Agreement and law.

- 4.4 If the Service includes the registration of an Internet domain name the Customer acknowledges and agrees that:
- 4.4.1 Pracctice does not represent, warrant or guarantee that any domain name applied for by the Customer or on its behalf will be registered in its requested name or is capable of being registered by it or that the use of such domain name by it will not infringe any third party rights. Accordingly, the Customer should take no action in respect of its requested domain name(s) until it has been notified that its requested domain name has been duly registered and Pracctice will not be liable for any such action taken by the Customer.
- 4.4.2 The registration of the domain name and its ongoing use by the Customer is subject to the relevant naming authority's terms and conditions of use and the Customer undertakes to Pracctice that it will comply with such terms and conditions. The Customer hereby irrevocably waives any claims it may have against Pracctice in respect of any decision of a naming authority to refuse to register a domain name and, without limitation, the Customer acknowledges and agrees that any administration or other charge paid by the Customer in respect of the registration of the domain name is non-refundable in any event.
- 4.4.3 Pracctice accepts no responsibility in respect of the use of a domain name by the Customer and any dispute between the Customer and any other individual or organisation regarding a domain name must be resolved between the parties concerned and Pracctice will take no part in any such dispute. Pracctice reserves the right on becoming aware of such a dispute concerning a domain name at its sole discretion and without giving any reason, to either suspend or cancel the relevant service associated with the domain name and/or to make such representations to the relevant naming authority as it deems appropriate.
- 4.5 Any Internet Protocol address allocated by Pracctice to the Customer shall at all times remain the sole property of Pracctice and the Customer will have a non-transferable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, the Customer's licence to use the Internet Protocol address shall automatically terminate and thereafter it will not use such address.

5 Breach of Conditions

- 5.1 Pracctice shall investigate any suspected or alleged breach of these Conditions or any suspected compromise to its network systems or security and in doing so Pracctice will act reasonably and fairly at all times.
- 5.2 Pracctice reserve the right to take any action Pracctice deem appropriate and proportionate to the breach of the Conditions.
- 5.3 If Pracctice decides that the Customer has breached the Conditions, Pracctice will use reasonable endeavours to ensure that the Customer is made aware of the breach without suspension or termination of the Service. However it may be necessary, due to the severity of the breach, to suspend the Service whilst details of the breach are investigated further. Pracctice reserve the right to suspend the Customers Account at its sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service.
- 5.4 Any breach of the obligations as set out in Condition - 5.1 above shall entitle Pracctice to immediately suspend the Service to the Customer without notice.

6 Indemnity

- 6.1 The Customer agrees to indemnify and hold Pracctice harmless for all liabilities, loss, claims and expenses that may arise from (a) any breach of these Conditions by the Customer; and (b) any transmission or receipt of any content or message which the Customer has requested or made using the Service.

Schedule D

Terms & Conditions of Customer Support Services

1 Applicability

- 1.1 These terms and conditions shall apply to all Software support services provided under this agreement. Such services will be performed at the Site(s), at Pracctice's premises or elsewhere as may be agreed in writing and will cover the Software packages as detailed below.

2 Under this agreement, Pracctice shall:

- 2.1 Provide a dedicated telephone call logging service and necessary facility to ensure an efficient method of recording and controlling requests for assistance. Details will also be accepted by other means, namely letter, fax or email.
- 2.2 Provide fault investigation and rectification services for their own products.
- 2.3 Provide, where deemed necessary, any Software modules, fixes, patches or workarounds.
- 2.4 Provide the required properly trained personnel, Software tools and documentation to enable a high quality service to be provided.
- 2.5 Provide support on a non-disruptive basis wherever possible.
- 2.6 Respond to a Customer request for assistance within 4 hours from the time logged.
- 2.7 From time to time and as necessary access a Customer's database for the purposes of dealing with the Customer's request for assistance.
- 2.8 Provide telephone and modem support. Pracctice reserve the right to charge for on-site support where required. The terms of which will be agreed in writing on a per incident basis.
- 2.9 Provide liaison with approved hardware engineers.
- 2.10 Maintain copies of the Software and the Customer's data at more than one geographical location

3 Response

- 3.1 Response is defined as contact having been established between the Customer and a Support Consultant and a full review of the subject matter of the request for assistance having been carried out by the Support Consultant.

4 Withdrawal of third party products

- 4.1 Twelve months from the 1st day of the month following the addition of third party products , Pracctice may withdraw these third party products from this agreement upon 90 days written notice if, in Pracctice's reasonable opinion, such products can no longer be properly maintained.

5 Hours of Service

- 5.1 Calls are received and processed through Pracctice's dedicated call logging control centre between the hours of 09.00 and 17.30 Monday through Friday, with the exception of the English Public and Bank Holidays.

Any extensions to these hours of service require to be agreed in writing.

6 Personnel

- 6.1 All personnel providing service under the agreement will remain solely under the conditions of employment and management of Pracctice.
- 6.2 The Customer shall take all reasonable precautions to ensure the health and safety of Pracctice employees or sub-contractors while on the Customer's premises.

7 Customer Obligations

- 7.1 Any login names provided for Pracctice's use will require the necessary security rights allowing access to all areas of the System where relevant data and Software reside.
- 7.2 The Customer should nominate individuals who will be the principal contacts within the firm and who can log calls. There must be a minimum of two nominated contacts to cover for sickness and holidays. Details of these contacts should be provided by the Customer and kept up to date. It is important that these individuals have the appropriate expertise to allow Support functions to be implemented successfully. To this end, the individuals should receive adequate training in the use of all relevant Software.
- 7.3 Adequate telephone apparatus must be provided, allowing nominated contacts to converse with a Support Consultant whilst attending any machine.
- 7.4 The Customer is responsible for ensuring that all media and manuals provided by Pracctice for the Software on Site are available.
- 7.5 The Customer should maintain proof of licence for the Software on Site.
- 7.6 The Customer shall undertake to use all reasonable endeavours to assist Pracctice in providing services under this agreement.

8 Exclusions

- 8.1 This schedule does not cover the provision of set up, installation or training on the use of any items of Hardware or third party Software.
- 8.2 If hardware or Software is modified without Pracctice's agreement, then this could invalidate the Support service. This includes all modifications to the set up of PC workstations. The addition of screen savers, games etc can easily lead to workstation malfunctions and performance difficulties. Under these circumstances Pracctice reserves the right to charge for services required to deal with any problems brought about by this.
- 8.3 Repair of damage caused by a virus will be outside of the scope of this agreement and will be chargeable.

9 Software Upgrades Policy

- 9.1 As new versions of the Software are released these will be implemented and made available to the Customer and the Customer agrees to accept the upgrades which will be at no additional cost to the Customer.
- 9.2 Certain upgrades may contain additional, optional functionality or modules which are not included as standard functionality and Pracctice reserve the right to make charges for such items should the Customer wish to purchase these.

Schedule E

Acceptable Use Policy

IMPORTANT: you must comply with this Acceptable Use Policy (“Policy”) if you use our network or services.

REASON FOR THIS POLICY

While it is impossible to define exhaustively what constitutes “acceptable use” and “unacceptable use” or “abuse” of the internet, or of our network and services, this Policy gives examples of the types of use which we consider unacceptable. Note that the fact that an activity is not specifically stated in this Policy to be unlawful or unacceptable, or otherwise in breach of this Policy, does not automatically mean that such activity complies with the Policy.

Our relationship with other networks, and accordingly our ability to connect to the rest of the internet, depends to a significant extent upon proper behaviour by our Customers. We therefore cannot tolerate any behaviour by Customers which is detrimental to our equipment, network, or services, or indeed to our reputation. Nor do we permit any such behaviour which has a negative impact upon other users of the internet.

It is crucial that when activity which might constitute abuse occurs, we are entitled to take appropriate action; otherwise we would lose the confidence of the wider internet community, which in turn would significantly reduce our Customers’ freedom to use the internet.

DEFINITIONS

In this Policy:-

“intellectual property rights” includes (without limitation) trade secrets, database rights, know-how, patents, copyrights, registered design rights, unregistered design rights, and trade marks, all whether recorded in any manner or otherwise, and including all applications for any rights which are registrable;

“we/us/our” refers to Pracctice Limited, a company incorporated in England (registered number 2212735), and having its registered office at Suite 1, Falstaff House, Enigma Commercial Centre, Enigma Business Park, Sandy’s Road, Malvern, Worcestershire, WR14 1JJ.

“you/your” refers to you, the person or company using our network or services.

1 GENERAL

- 1.1 Our network and services may be used for lawful purposes only and in compliance with all relevant legislation in force from time to time. (You should be aware that the internet is a global communications network and what may be legal in the United Kingdom may be illegal elsewhere and render you liable to prosecution in another country).
- 1.2 You shall not use our network or services to send, receive or store any prohibited material. “Prohibited material” means material which:-
 - 1.2.1 violates any applicable law or regulation of any country in the world; or
 - 1.2.2 is defamatory, threatening, malicious, offensive, abusive, indecent, blasphemous, obscene, or otherwise objectionable in any way, or in breach of confidence, privacy, trade secrets, or of any third party rights (including intellectual property rights).

- 1.3 You should be aware that the storage, distribution or transmission of unlawful materials could lead to civil liability or criminal prosecution, in addition to any action we may take, which is set out in section 3 below and in our Terms and Conditions of Provision of Service.
- 1.4 Examples of prohibited materials include (without limitation):-
 - 1.4.1 any material which constitutes, or encourages the commission of, a criminal offence;
 - 1.4.2 hardcore and child pornography;
 - 1.4.3 programs containing viruses or Trojan horses or any tools designed to compromise the security of other websites;
 - 1.4.4 material protected by intellectual property rights, and other proprietary material, if such materials are used without proper authorisation.
- 1.5 You shall not post, upload or otherwise distribute material protected by intellectual property rights on our servers without the consent of the owner of the intellectual property rights.
- 1.6 Your traffic over the internet may cross other networks, or use other services which are not owned or operated by us. You must abide by the acceptable use policies and other terms and conditions imposed by the operators of those networks and services.

2 VIOLATIONS OF SYSTEM OR NETWORK SECURITY

- 2.1 Any violation by you of systems or network security is prohibited, and may result in you incurring criminal or civil liability. We shall investigate incidents involving such violations and will inform and co-operate with the relevant law enforcement organisations if we are requested by them to do so.
- 2.2 Violations may include, but are not limited to the following:-
 - 2.2.1 unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
 - 2.2.2 unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network;
 - 2.2.3 interfering with any user, host or network, including mailbombing (see definition at clause 4.2), flooding, and deliberate attempts to overload a system, and broadcast attacks.

3 EMAIL USE

- 3.1 You shall not send e-mail to any person who does not wish to receive it. You must comply with any request that you stop sending e-mails to any person.
- 3.2 You shall not send, distribute or reply to mailbombs. "Mailbombing" is defined as either e-mailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent.
- 3.3 You shall not use false e-mail headers or alter the headers of e-mail messages to conceal their e-mail address or to prevent internet users from responding to messages. You shall not use any e-mail address that you have not been authorised to use.
- 3.4 Violations of the Policy can sometimes result in massive numbers of e-mail responses. We reserve the right to shut down your account and terminate your agreement with us in accordance with our Terms and Conditions of Provision of Service if this occurs and adversely affects our resources, to the extent that it

prevents us from providing a proper level of service to our Customers.

4 WORLD WIDE WEB USAGE

- 4.1 “Web usage” includes the use of web hosting on our dedicated servers.
- 4.2 We cannot and do not proactively monitor content on any data maintained by you (as part of web-hosting services), and we cannot and do not guarantee that such sites are free of illegal content or other materials that may be considered unacceptable by any person.
- 4.3 You undertake sole responsibility for any data owned or operated by you, hosted on our servers. You shall accordingly ensure that all data hosted by us does not infringe any third party rights, including intellectual property rights, and shall bear sole responsibility for any dispute in this connection.

5 COMPLAINTS

- 5.1 We have in place a procedure for handling your complaints about material stored and/or accessed via our services, or about the behaviour of other users of our services. If you wish to make such a complaint, please ensure that you do so by e-mail to abuse@pracctice.com.

6 INVESTIGATION

- 6.1 We reserve the right to investigate suspected violations of this Policy. When doing so we shall endeavour to act reasonably and fairly at all times.
- 6.2 An investigation may include gathering information from the user involved and the complaining party, if any, and examination of material on our servers.
- 6.3 During an investigation, we may (without prejudice to any other rights we may have in our Terms and Conditions of Provision of Service, or elsewhere) suspend the account involved, and/or remove the material involved from our servers. Such action may include temporary or permanent removal of material from our servers, warnings to the user responsible, and the suspension or termination of the account responsible, in accordance with the Terms and Conditions of Provision of Service. We will determine what action will be taken in response to a violation on a case-by-case basis.

7 ACTION WE MAY TAKE IF YOU BREACH THIS POLICY

- 7.1 If you are found to have breached this policy, we reserve the right (without prejudice to any other rights we may have in our Terms and Conditions of Provision of Service, or elsewhere) to take whatever measures we (acting reasonably) deem appropriate and proportionate to the breach, including (without limitation) giving you a formal warning, suspending or terminating your Agreement with us (as defined in the Terms and Conditions of Provision of Service), making an additional charge for our reasonable costs of investigating and dealing with the misuse, blocking access to any component of the service, and removing any access to our servers.

8 VARIATION OF POLICY

- 8.1 We may change this Policy to reflect any changes in the law or Internet community standards, or whenever we consider it necessary. Any such amendment shall be effective upon its posting onto our website at the following URL: www.Osprey.TM and it is your responsibility to ensure that you are fully aware of any such amendment.

Schedule F

Service Level Agreement

1 Network uptime guarantee

- 1.1 Pracctice Limited guarantees that the Software, will be available on at least a 99% basis, 9am – 5.30 pm Mon – Fri and a 90% basis 24 hours a day, seven days a week.
- 1.2 Unavailability shall be measured from the time at which the Customer validly informs Pracctice Limited of their connection(s) being unavailable.
- 1.3 Any unavailability caused by any of the following shall not be included as unavailability as detailed above:
 - 1.3.1 Failure of Customer’s equipment, facilities or software.
 - 1.3.2 Acts or omissions of the Customer or any person or user of the Services authorised by the Customer.
 - 1.3.3 Hacking, spamming, viruses or other hostile computer programs that affects or could affect the Provision of Service.
 - 1.3.4 Scheduled maintenance and back ups (we always notify you of this) with such being carried out outside the hours of 9am – 5.30pm Monday to Friday wherever practical.
 - 1.3.5 Events or circumstances beyond the reasonable control of Pracctice Limited including any events of Force Majeure for any failure of any telecommunications network(s) external to Pracctice Limited.

Schedule G

Training Contract

Training will be provided either at the Site or on an online basis as agreed in the original proposal.

The maximum amount of users that can be trained during onsite training is 4 users per session. Prior to the commencement of any training the Customer must have in place a compatible PC desktop as outlined in Schedule A.

Also, it imperative that the Desktop PC has full internet access and that the Customer will have available the necessary IT resource to ensure that any system firewalls are configured to allow Osprey™ to function correctly.

In the event of onsite training we appreciate that not all firms can provide a dedicated training room but we do request that the allocated room should be:

- Set up and ready for use prior to the commencement of training
- Have a terminal available for each delegate
- Each terminal to have Internet access
- Free from interruptions
- Well ventilated and temperature controlled
- As soundproof as possible with good acoustics
- If required, easily accessible with good facilities for the disabled

We may request that the room layout is slightly altered to ensure that there is enough room for the appropriate number of delegates and method of presentation used.

All training dates and attendances will be confirmed in writing by Pracctice Limited.

In the event of online training your machine must have:

- A sound card
- A working microphone port
- A working speaker port
- Access to the internet

All online training is held on a strict one to one basis. Prior to confirming the training we will run a system check to ensure that your PC is ready for the training to take place. During this we will need to install a desktop viewing application on your machine. This application can be removed after the training has been completed.

For details of the training days provided please contact your sales executive.

Case Management Implementation

Conditions of Supply

Turnkey Workflows and Precedent Documents

Our Turnkey workflows are designed to enable you to get your case management off to a flying start by giving you a suite of dossier fields and pages, precedent letter templates, and workflows across a number of areas of legal work. The areas of law available at present are as detailed below, and we are currently working to increase the range offered.

The Turnkey workflows do provide a fully automated process for your case management, but are not a fully customised case management configuration.

Training on editing the precedent documents, workflows etc, and creating new precedents is included within the basic package to enable you to fine tune the case management to meet your specific requirements. In view of the highly automated and complex nature of the Turnkey case management, we would stress the importance of your chosen trainee(s) being fully conversant with Word functionality.

While we endeavour to ensure that the content is as up to date as possible, Practice Limited and our partner companies can take no responsibility for the legal content of the precedent documents supplied as part of a workflow package.

Turnkey case management can only be used with the standard set of worktypes developed by Practice Limited and cannot be imported onto your existing worktypes.

CASE MANAGEMENT OPTIONS

Case Management Custom Built Package

A case management bespoke package consists of one on site specification day, three off site development days and two on line training sessions. During the morning of the on site specification day a member of our training team will demonstrate and discuss the functionality offered by OspreyTM that you can use in your case management package. During the afternoon we shall help you build your case management system using our standard forms. Once you have completed these they will then be submitted to Practice so that the 3 days of development can begin. You are limited to providing us with 75 standard letters/forms (each day we expect to create 25 letters) however you may purchase additional case management development days should your requirement exceed this. Whilst we would encourage you to make full use of all of the case management functionalities within OspreyTM you may only choose to use certain facilities such as dossier pages, keydates or standard letters initially. You can of course decide to start by using the basics of the system and then build on your use of the application as you become more and more familiar with OspreyTM. We can tailor our training to ensure you get what you require. Once the case management package has been completed we will return the package to you by way of two on line case management supervisor training sessions. The delegate taking these training sessions will be taught how to create and maintain all aspects of your case management package.

Case Management Turnkey Package

A case management turnkey package will consist of the package itself as detail under conditions of supply above. Practice Limited will install the case management package on to your live data and then train the chosen delegate on maintaining and updating your case management package as part of your free online training agreement.

No Turnkey Packages are Required

Schedule H

Opening Balance Data Entry

Your client and matter data must be supplied in Microsoft Excel Spreadsheet template and must follow the convention set out by the Osprey™ Import spreadsheet.

Your client financial data must be supplied in Microsoft Excel Spreadsheet template and must follow the convention set out by the Osprey™ Import spreadsheet.

All data must be legible and properly cross referenced to the Opening Balances pack which will be supplied to you during your Opening Balance training.

Upon receipt of all data supplied in our standard Microsoft Excel Spreadsheet template, the Data Entry process may take up to 10 working days to complete or longer where data is not supplied in this format.