

ICAPS LIMITED END USER SUPPORT AGREEMENT

This AGREEMENT is made this day of Two Thousand and Eight BETWEEN ICAPS LTD (hereinafter called "ICAPS") whose registered office is situate at Brunel House, George St, Gloucester, GL1 1BZ.

and
hereinafter called "the CUSTOMER").

WHEREAS:-

1. "ICAPS" owns the ICAPS System together with all rights thereto (hereinafter called "ICAPS").
2. "The CUSTOMER" has purchased a Limited Licence to use certain modules of "ICAPS" (hereinafter called the "LICENSED PRODUCT") under a Limited Use Licence Agreement (hereinafter called the "LULA")
3. This agreement is supplemental to the Limited Use Licence Agreement previously entered into by "the CUSTOMER"

NOW IT IS HEREBY AGREED as follows:-

1. "The CUSTOMER" wishes to obtain support for "The LICENSED PRODUCT" (hereinafter called "The SERVICE") as set out in Clause 3 below
2. "ICAPS" upon payment of the fees defined in Schedule B below will provide "the SERVICE" for the year ending upon the terms and conditions set out below
3. Scope of "The Service"
 - (i) "ICAPS" will provide to "CUSTOMER" advice by telephone concerning the operation of "The LICENSED PRODUCT". This advice will be available during normal working hours five days a week, Monday to Friday, Bank Holidays excepted, on 01453 835271
 - (ii) "ICAPS" will investigate reported malfunctions of the "LICENSED PRODUCT" and, in the event that a fault is found, will provide a remedy EITHER as quickly as is reasonably possible, if the fault is such as to render the "LICENSED PRODUCT" inoperable OR, if the fault is of lesser severity, at some future date to coincide with a fresh release of the "LICENSED PRODUCT" but in any event ICAPS shall be the sole arbiter of whether to replace any particular module of the Licensed product immediately or at some future date and the customer agrees to abide by such decision of "ICAPS"
 - (iii) "ICAPS" will notify "The CUSTOMER" from time to time of the availability of new releases of the "LICENSED PRODUCT" and of the contents of the same and the "CUSTOMER" shall be entitled to receive such new releases provided only that he shall first have returned to "ICAPS" the serialised master copy of the "LICENSED PRODUCT" on magnetic diskette(s). "ICAPS" will copy the new release onto the master diskette(s) and return same to the "CUSTOMER" as quickly as is reasonably possible together with instructions for installing the new release upon the "CUSTOMER's" micro computer.
4. Limitations on the "SERVICE"
 - (i) To be eligible to receive the "SERVICE" the "CUSTOMER" must be using a version of the "LICENSED PRODUCT" numbered 9.0 or higher
 - (ii) The "CUSTOMER" must also be running the "LICENSED PRODUCT" on a micro computer approved by "ICAPS"
 - (iii) The "CUSTOMER" must follow the procedures relating to the backing-up of files as defined in Schedule C below
5. The parties hereto hereby acknowledge the existence of the Limited Use Licence Agreement which relates to the particular modules of the licensed product dealt with herein and the customer acknowledges and confirms that it has a copy thereof.
6. The Limited Warranty and Limitations of Warranties Clause contained in "the LULA" referred to in recital three above shall apply to this Agreement and to all work carried out by "ICAPS" under this Agreement together with all other relevant clauses in the said "LULA" that are relevant to this Agreement insofar as they are not inconsistent with the terms hereof.
7. "The CUSTOMER" confirms that the provisions of this Agreement and of "the LULA" and in particular the Limited Warranty and Limitations of Warranties contained therein are reasonable.
8. If the "CUSTOMER" purchases a Limited Licence to use any further module(s) of "ICAPS" then on payment of the appropriate fee to obtain the support service relating thereto an endorsement shall be made hereon or on a copy of the original which shall be initialled by both parties hereto which shall bring this support agreement into full effect in relation to the newly purchased limited licence to use the addition "LICENSED PRODUCT"
9. The laws of England shall apply to this Agreement
10. The following Schedules are attached hereto and by this reference are incorporated herein:

SCHEDULE A : MODULES OF THE LICENSED PRODUCT COVERED BY THIS AGREEMENT
SCHEDULE B : FEES PAYABLE IN RESPECT OF "THE SERVICE"
SCHEDULE C : REQUIRED PROCEDURE FOR BACKING UP FILES OF INFORMATION FROM THE "LICENSED PRODUCT"

Signed by:	For and on Behalf of ICAPS Ltd.
Position :	Signed By:
For and on Behalf of:	Position:
Organisation:	
Address:	
.....	
.....	

SCHEDULE A

MODULES INCLUDED IN THE "LICENSED PRODUCT"

SCHEDULE B

FEES PAYABLE IN RESPECT OF THE SERVICE

The "CUSTOMER" must pay a fee for every module of the "LICENSED PRODUCT" for which he has purchased a "LULA".

The fee payable for each module of the "LICENSED PRODUCT" is per annum (plus VAT).

Fees must be paid in full in advance of commencement of "the SERVICE *".

Termination - A Period of 90 days notice is required in order to terminate this agreement.

SCHEDULE C

REQUIRED PROCEDURE FOR BACKING UP FILES OF INFORMATION FROM THE "LICENSED PRODUCT"

This document defines the frequency with which backups of all ICAPS data files are taken. The medium on which you hold data should be decided by you and your equipment supplier and will depend on expected file sizes and the equipment you possess.

ICAPS own copy and restore routine should be used where possible. However, these are not applicable when magnetic tape streamer or video tape is used as the back-up medium OR if the volume of data in any single file exceeds the capacity of the floppy disc onto which it is being copied.

Mandatory Cycle

- C1) A backup of all ICAPS data files must be taken each evening if the ICAPS system has been used. A set of daily disks/tapes should be created and labelled Day 1 to 5 (or 7) dependent upon your usage of the system.
- C2) A separate weekly set of backups must be taken in addition to the above. You should use 4 disks/tapes rotating on a 4 weekly cycle. Label Wk 1 to 4.
- C3) Finally you must take a copy of all ICAPS data files from each month immediately prior to doing the End of Period routine for each module. It may be advisable to archive these tapes in the company safe or Bank as an added security. Label Month 1 to 12 (or 13).

A log should be maintained for each Cycle of daily, weekly and monthly backups in order to retain control.

Note. There are Other Times at Which Backups should be Taken

There are certain other times, at which we would strongly recommend you take additional backups of ICAPS data.

- 1) NEW SYSTEMS/MODULES - When entering initial data to your system/module you should backup all master files before entering any brought forward figures or transactions. You should back-up to a separate medium (i.e. floppy disc or tape).
- 2) END OF PERIOD - Back up immediately prior to doing an End of Period on each module. You should back-up to a separate medium (i.e. floppy disk or tape).
- 3) LARGE BATCHES - If you have a period of intense work to complete please copy the data files before starting and again at reasonable break points during the operation. A back-up to your hard disk will normally suffice.
- 4) UPGRADES - A copy of all data files must be taken before allowing anyone to upgrade the Hardware, Operating system Software or Application programs. You should also do this before you allow any new product to be installed on your computer system. You should back-up to a separate medium (i.e. floppy disk or tape).

Media Storage

Disks and Tapes used for backup purposes must be stored and handled in accordance with the manufacturer's guidelines. ICAPS can accept no responsibility for loss of data through media damage or mis-operation of the system.

The above procedures will ensure you experience the minimum of disruption brought about by system malfunction and can identify a clear point of restart in the event of a problem occurring.