

CLARITY BUSINESS SOFTWARE LIMITED
Contract

Clarity Business Software Limited ('Clarity') is a company registered in England and Wales under company number 7558070 whose registered office is at Court Farmhouse, Station Road, Blagdon, BS40 7TD

This Contract sets out the terms on which Clarity agrees to provide Software and associated Services to the Client. By signing this Contract or by ordering Software or Services from Clarity, the Client shall be deemed to have accepted and agreed that the supply of the Software and Services by Clarity shall be in accordance with the terms of the Contract.

The Contract constitutes the whole agreement between the Client and Clarity and supersedes any prior promises, representations, undertakings or implications whether written or oral.

The following documents are attached to and form part of the Contract:

1. Standard Terms and Conditions and Schedules thereto.
2. Software Support Contract.

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Commencement Date:

.....

SIGNED by

.....
For and on behalf of **CLARITY BUSINESS SOFTWARE LIMITED**

CLIENT NAME

.....

SIGNED by

.....
For and on behalf of **CLIENT**

DATE

CLARITY BUSINESS SOFTWARE LIMITED

STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 In these Terms and Conditions ("the Conditions"):

"Acceptance Certificate"	means the certificates signed by both parties indicating that the Client has accepted the Software;
"Client"	means the person, firm or organisation for whom Clarity has agreed to provide the Software and/or the Services in accordance with these Conditions;
"Client's Premises"	the premises at which the Software is installed and/or the Services are provided;
"Contract"	means the contract for the provision of the Services and/or the Software made between the Client and Clarity;
"Documentation"	means the operating manuals, user instructions, technical literature, and other documentation and all other related materials supplied to the Client by Clarity for aiding the use by the Client of the Software;
"Fees"	shall mean the fees payable for the Services and/or the Software as specified in Schedule One;
"Intellectual Property Rights"	means any patents, design rights, trademarks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world;
"Oracle"	means the Server which may be supplied for use with the Netsuite Product.
"Order"	means a request from the Client (whether oral or in writing) for Clarity to supply the Services and/or the Software;
"Quotation"	means the written quotation for the Software and/or the Services submitted by Clarity to the Client;
"Clarity"	means Clarity Business Software Limited a company registered in England and Wales under number 7558070 whose registered office is at: Court Farmhouse, Station Road, Blagdon, BS40 7TD;
"Services"	means the software support services provided by Clarity under the Software Support Contract;
"Software"	means the software delivered and installed by Clarity for the Client, including any Clarity Product and any Oracle product;
"Software Specification"	means, where applicable for Software with bespoke elements, the specification in Schedule Three;
"Software Support Contract"	means the Software Support Contract for the support of the Software which forms part of this Contract;
"System Requirements"	means the software and hardware requirements for the use of the Software.
"Term"	means the duration of the Contract from the Commencement Date until termination.

“Upgrade” means an upgrade or release of the Software.

- 1.2 The supply of the Services and/or the Software by Clarity to the Client shall be subject to these Conditions and the terms of the software vendors Licence. For the avoidance of doubt, the Conditions may include the following Schedules:
 - Schedule One – Fees;
 - Schedule Two – System Requirements;
 - Schedule Three – Software Specification;
 - Schedule Four – Software Licence for Bespoke Software.
- 1.3 Subject to any variation under clause 1.4 the Contract will be formed on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any Order, Quotation or other document endorsed upon, delivered with or contained within an Order or simply as a result of such document being referred to in the Contract).
- 1.4 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of a Director of Clarity. Clarity reserves the right to amend and update these Conditions each time a new order is placed in which case a copy of the amended Conditions will be provided to the Client before a new order is processed.
- 1.5 In the event of any conflict between these Conditions and the terms of the software vendor Licence or Oracle Licence, the terms of the software vendor Licence or Oracle Licence shall prevail in connection with the relevant software vendor Product.

2 Bespoke Software

- 2.1 Where the Client requires the development of bespoke elements for the Software, Clarity shall consult with and produce the Software Specification for approval by the Client. The Software Specification shall form part of the Contract and the Client must approve and sign the Software Specification prior to development work commencing. It is the Client’s responsibility to check the Software Specification thoroughly for errors before signing it. Clarity shall not be liable for any errors not corrected by the Client in the Software Specification following execution by the Client.
- 2.2 If at any time the Client wishes to materially amend the Software Specification, the Client shall provide Clarity with written details of the suggested amendments together with such further information as Clarity may require in order to assess the proposed amendments. In such cases Clarity reserves the right to vary the Fees and delivery dates for the Software.

3 Delivery and Installation

- 3.1 Clarity undertakes to use its reasonable endeavours to deliver the Software and/or provide the Services by the dates agreed with the Client. Time shall not be of the essence in this regard.
- 3.2 Risk in the Software shall pass to the Client on delivery. For the avoidance of doubt, title in the Software is at all times retained by Clarity, Netsuite or Exact (as applicable) and is licensed only.
- 3.3 The Client must establish its own test data and environment to check the Software before use. All testing must be undertaken and either (i) any faults must be reported to Clarity or (ii) the Acceptance Certificate signed by the Client must be delivered to Clarity within 90 days from the delivery date of the Software. In the absence of the above, the Client shall be deemed to have accepted the Software. The Client shall not in any event unreasonably withhold or delay acceptance of the Software where Clarity has performed its obligations in accordance with these Conditions.

4 Licence and Upgrades of Software

- 4.1 Subject to clause 4.2 and 4.3 the Software is licensed to the Client under the terms of the Netsuite, Exact or Clarity Licence. The Client agrees to comply with the terms of the Licence and the terms of any other applicable third party software at all times.
- 4.2 Where the Software contains bespoke elements developed by Clarity for the Client, Clarity shall grant the Client a non-exclusive licence in accordance with Schedule Four of these Conditions to use the bespoke elements.

4.3 The Oracle product may be supplied for use with the Netsuite or Exact Product. In this event, the use of Oracle Product is subject to the terms of the applicable Oracle software licence agreement from time to time.

4.4 Use of the Software is subject to subscription to the Netsuite or Exact Licence Plan, the Licence Plan includes upgrades. If the Client requires assistance during an upgrade, Clarity will charge fees for such assistance at its current daily rate.

5 Fees

5.1 Quotations issued by Clarity are valid for 14 days and are subject to confirmation at the time of placing the order. Fees do not include travel expenses incurred by Clarity during visits to Client's Premises which will be charged at the prevailing HMRC rate. Overnight accommodation, parking and additional expenses shall be forwarded to and payable by the client.

5.2 The Fees shall be payable in accordance with the rates and where applicable the instalments specified in Schedule One. All Fees are exclusive of VAT and any other applicable taxes.

5.3 Should additional time be required to deliver the items/services detailed in the quotation, Clarity will charge the client our standard daily rate.

5.4 Time for payment of the Fees shall be of the essence. Unless otherwise agreed in writing all payments shall be payable within 30 days of the date of invoice. For subscription based solutions we ask for payments to be made by standing order on 1st day of each month in advance.

5.5 If the Client fails to pay any sum due under the Contract on the due date, Clarity shall be entitled, without limiting any other rights it may have to:

5.5.1 suspend the Services and/or delivery of the Software without notice;

5.5.2 charge interest on any outstanding amount due at the rate of 8% above the base lending rate from time to time of Bank of England plc accruing on a daily basis until payment is made whether before or after judgment;

5.5.3 withdraw the provision of Services, terminate the Contract, including the licence granted under clause 4.1 and/or 4.2 and withdraw the Software from use by the Client.

5.6 No payment shall be deemed to have been received by Clarity until Clarity has received cleared funds.

5.7 Credit limits may be provided to approved accounts at the sole discretion of Clarity on receipt of trade and banking references. Clarity may cancel or amend a credit limit previously granted on notice to the Client.

5.8 All payments payable to Clarity under the Contract shall become due immediately on termination of the Contract.

5.9 Any additional charges that become payable during the Term will be notified to the Client in advance.

5.10 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

5.11 Clarity reserves the right to increase the Fees from time to time. In particular, Clarity may increase the Support Fees in the event that the Client does not undertake the recommended level of training in respect of the Products without justified reason (in the discretion of Clarity).

6 Client's Obligations

6.1 The Client shall:

6.1.1 make available to Clarity's personnel such office space, equipment and other services at the Client's Premises as may be required by Clarity without charge to enable Clarity to carry out the Services and/or install the Software;

6.1.2 provide Clarity with access to the Client's Premises (including such information and documents as it may specify) on reasonable notice in order to verify that the Client is complying with its obligations under the terms of the Licence;

6.1.3 ensure that its employees, sub-contractors and other personnel co-operate fully with Clarity in relation to the provision of the Services and/or installation of the Software;

- 6.1.4 promptly provide Clarity with such information and documents as Clarity may reasonably request for the proper performance of the Services and/or supply of the Software and be responsible for ensuring that such information is true, accurate, complete and not misleading in any respect;
 - 6.1.5 perform all such obligations as are necessary within the agreed timescale to enable Clarity to carry out the Services/install the Software;
 - 6.1.6 put in place adequate security and virus checking procedures in relation to any computer facilities to which it provides Clarity with access;
- 6.2 Should Clarity be delayed, prevented or hindered from performing any of its obligations under the Contract by reason of any act or omission of the Client then notwithstanding anything else contained in these Conditions the Client shall pay to Clarity all reasonable costs, charges and losses sustained or incurred by Clarity as a result of such act or omission.

7 Non-Solicitation

- 7.1 Each party hereby covenants with the other that it will not during the Term and for a period of 12 months from the date of termination of the Contract either on its own account or in conjunction with or on behalf of any person endeavour to entice any of the other party's employees, contractors or agents away from the other party's employment (whether or not the persons concerned would commit a breach of contract by leaving that party's service).

8 Intellectual Property Rights

- 8.1 The Intellectual Property Rights in the Software, the Documentation, the Software Specification and all other documents and materials arising out of or relating to the Software and/or the Services shall be and shall remain vested in Clarity, Netsuite or Exact as applicable.
- 8.2 The Client shall not do anything in respect of the Software which could damage, affect the validity of or result in the infringement of the Intellectual Property Rights belonging to Netsuite, Exact or Clarity including breaching the Software Licence or holding itself out as the owner of the Intellectual Property Rights in the software belonging to Netsuite, Exact or Clarity.
- 8.3 Clarity shall indemnify the Client against any claim that the normal use or possession of any Intellectual Property Rights belonging to Clarity breach the rights of any third party provided that Clarity is notified promptly in writing of any claim, that Clarity is given immediate and complete control of any such claim, that the Client does not prejudice Clarity's defence of such claim, that the Client gives Clarity all reasonable assistance with such claim and that the claim does not arise as a result of the use of the Software in combination with any equipment (other than the equipment specified in the System Requirements) not supplied or approved by Clarity or by reason of any alteration or modification which was not made by Clarity with its prior consent. Clarity shall have the right to replace or change all or any part of the Software in order to avoid any infringement.
- 8.4 Upon termination of the Contract, the Client will if required by Clarity, discontinue use of the Software and Documentation, and will delete, destroy or otherwise make permanently unusable the Software and all whole or partial copies of the Software.

9 Liability

- 9.1 Clarity warrants to the Client that the Services will be provided using reasonable care and skill and will be of satisfactory quality within the meaning of the Supply of Goods and Services Act 1982. Where Clarity supplies in connection with the provision of the Services and/or the Software any goods or services supplied by a third party, Clarity does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by Netsuite or Exact.
- 9.2 The Client agrees and acknowledges that the Software Support Services are limited to the nature and scope as further set out in the Software Support Contract and should not be relied on by the Client for any other purpose.
- 9.3 Clarity does not warrant that the operation of the Software will be uninterrupted or error free or that operation of the Software will meet all of the Client's requirements and those of the Client's customers.
- 9.4 Clarity shall not be liable for any loss, damage costs, claims, demands, expenses or liabilities of whatsoever nature arising out the provision of the Software and/or the Services by Clarity as a result of default by the Client including but not limited to the following:

- 9.4.1 the Client fails to follow Clarity's oral or written instructions or recommendations in relation to the Software and/or the Services;
 - 9.4.2 the Client fails to comply with any of the provisions of clause 6.1 or clause 7 of the Software Support Contract;
 - 9.4.3 any information supplied by the Client to Clarity which is inaccurate, false, misleading, incomplete or out-of-date;
 - 9.4.4 reliance by the Client on the Software or the Services for any purposes other than those strictly specified by the Client or as set out in these Conditions;
 - 9.4.5 to the extent that Clarity provides the Client with a reasonable opportunity to minimise its losses, damages or liabilities or expenses by (at Clarity's discretion) providing alternative or additional Software
- 9.5 Subject to clause 9.1 and except in respect of death or personal injury caused by Clarity's negligence Clarity shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Clarity, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.
- 9.6 The Contract (together with any documents referred to herein) constitutes the whole agreement made between the parties and no variations thereof shall be effective unless made in writing. The Client acknowledges that it has not relied on any representations not included in the Contract in deciding whether to enter into the Contract.
- 9.7 The entire liability of Clarity under or in connection with the Contract shall not exceed the amount equal to £1,000,000.

10 Indemnity

- 10.1 The Client agrees to indemnify and keep Clarity indemnified and hold Clarity harmless from and against all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Clarity in consequence of the Client's breach or non-observance of these Conditions.

11 Term and Termination

- 11.1 This Agreement shall come into force on the Commencement Date and, in the case of Netsuite or Exact shall continue for a period of 12 months and, in the case of a monthly Netsuite or Exact Plan, shall continue for a period of 24 months from the Commencement Date. Any alterations to contract term must be agreed in writing.
- 11.2 Clarity may terminate the Contract automatically:
- 11.2.1 in accordance with clause 5.4.3;
 - 11.2.2 if Netsuite or Exact withdraws the Software or support of the Software under the terms of Clarity's existing contract with Netsuite or Exact in which case Clarity will give the Client as much notice as possible and will refund any Fees paid in advance under the Software Support Contract pro-rata;
 - 11.2.3 if the Client commits any breach of any of these Conditions or any other provisions of the Contract and, in the case of a breach capable of remedy, fails to remedy the same within 14 days after receipt of a written notice from Clarity giving full particulars of the breach and containing a request for it to be remedied; or
 - 11.2.4 if the Client has an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of the Client's property or assets; or
 - 11.2.5 if the Client makes a voluntary arrangement with the Client's creditors or become subject to an administration order or bankruptcy order; or
 - 11.2.6 if the Client enters into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of the Client under these Conditions); or

11.2.7 if the Client ceases or threaten to cease to carry on business;

11.3 If the Contract is suspended under clause 5.4 the Client will be liable for all payments due for the period that the Services are suspended.

11.4 The termination of the Contract for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date of such termination.

12 Data Protection

12.1 Each party undertakes to comply with the provisions of the Data Protection Act 1998 (as may be amended from time to time) and any other relevant data protection legislation.

13 Dispute Resolution

13.1 In the event of a dispute between the parties arising out of the Contract, each party shall nominate a representative who shall have 90 days to resolve the dispute. In the event that the dispute cannot be resolved, either party may refer the dispute for determination in accordance with an alternative dispute resolution procedure (ADR), the costs of the ADR being split equally between the parties.

13.2 If either party fails or refuses to agree to or participate in the ADR procedure then the parties will be free to exercise any other remedies available to them under law.

14 Force Majeure

14.1 Clarity reserves the right to defer the date of delivery or to cancel the Contract without liability to the Client if it is prevented from or delayed in the carrying on of its business due to circumstances outside its reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond Clarity's reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give notice in writing to terminate the Contract.

15 Miscellaneous

15.1 The headings to these Conditions are for convenience only and shall not affect their construction.

15.2 Where the context so admits reference in these Conditions to one gender shall include each other gender and words denoting the singular shall include the plural and vice-versa.

15.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

15.4 Clarity is an independent contractor and is not a member of the Netsuite or Exact Group nor is it authorised to act on Netsuite or Exact's behalf. Nothing in these Conditions shall render Clarity an agent or partner of the Client and Clarity shall not hold itself out as such. Clarity shall not have any right or power to bind the Client to any obligation.

15.5 Failure or delay by Clarity in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

15.6 The Client shall not be entitled to assign, sub-licence, novate or part with possession of any of its rights or liabilities hereunder without the prior written consent of Clarity. Clarity shall be free to sub-contract the performance of all or part of its obligations hereunder.

15.7 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

15.8 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

16 Notices and Service

16.1 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing, by registered mail or sent by email or to the respective parties address as set

out above or as each party may from time to time designate by notice hereunder.

**CLARITY BUSINESS SOFTWARE LIMITED -
Software Support Contract**

Signed on behalf of (Company name): -----

Name: -----

Signature: -----

Date: -----

Commencement date: -----

for an initial period of : -----

(we require at least 90 days written notice of termination of support contract prior to the renewal date, should a termination not be received the contract will auto-renew on a rolling basis and will continue as set out in the renewal notice)

1 . Interpretation

1.1 In this Agreement:

- "Malfunction" means a proven error in a mathematical calculation within the Software or an error which causes the system to substantially fail to operate;
- "Renewal Date" means the anniversary of the Commencement Date in each year of the Agreement;
- "Training Day" means a training day booked by the Client with Clarity;

1.2 Terms defined in the Terms and Conditions of Sale (the "Conditions") shall, unless the context otherwise requires, bear the same meaning when used in this Agreement.

1.3 Clauses 1,5,6,8,9,10,11,12,13,14, and 15 of the Conditions shall apply as if repeated in this Agreement.

2.1 The Fee for the Software Support Services shall cover the following:

- 2.1.1 telephone support provided between the hours of 0900 to 1700 Monday to Friday (except public holidays) to deal with, process, advise and act upon telephone, fax, email or written enquiries relating to operation or potential Malfunction of the Software;
- 2.1.2 a remote investigation service to diagnose potential Malfunctions.
- 2.2 Clarity shall use its reasonable endeavours to respond within the target response periods ("TRP") published from time to time to any notification it receives from the Client under the terms of this Agreement relating to a Malfunction of the Software but time shall not be of the essence in this regard.
- 2.3 Clarity shall use its reasonable endeavours to fix a confirmed Malfunction of the Software within the TRP published by Clarity from time to time.
- 2.4 The Client must nominate two adequately trained and competent members of its staff per customer site, to receive and correctly apply the advice given. Clarity shall be under no obligation to support any other personnel of the Client and shall not be responsible for the results of any advice given if the nominated members of staff are unavailable and advice is requested and provided.
- 2.5 Clarity requires remote access by way of modem link or broadband based remote access system. Additional fees may be charged where modem links are unavailable or malfunctioning. Where such a modem is not available Clarity reserves the right to charge for on-site visits.

On-site visits

- 3.1 Clarity will provide on-site visits to the Client's Premises as may be necessary to fix Malfunctions, such visits to be charged at Clarity's current daily rate. An allowance for travel time must be made for on-site visits.

Upgrades

- 4.1 Clarity shall support a version of the Software for up to twelve months after a new version is released, providing Sage continue with corresponding support.
- 4.2 Clarity shall support the Software for at least three years from the date the Software is first registered to the Client subject to it being upgraded. Clarity reserves the right to modify the computer platform on which the Software will be supported by giving the Client 90 days notice in writing.
- 4.3 Clarity shall use its reasonable endeavour to provide Upgrades to the Software required by changes to government legislation free of charge. Clarity reserves the right to charge the Client for Upgrades where Clarity deems these to be of a particularly onerous or difficult nature or where additional copies of Upgrades are required by the Client.

- 4.4 Clarity reserves the right to charge for Upgrades of software other than software provided by Netsuite or Exact.
- 4.5 Upgrades to the Software may from time to time necessitate enhancements to or replacement of the Client's computer system to enable the new software to operate correctly. Clarity will supply Upgrades to the Software under this Agreement subject to the Client purchasing the computer system or enhancements deemed adequate by Clarity.

Services Not Included

- 5.1 The following is not included as part of the Fees for the Software Support Services and will be charged additionally at Clarity's current daily rates:
 - 5.1.1 support of software, accessories, additions, modifications, attachments, machines, systems or other items not listed in the Conditions including any software provided by Netsuite or Exact which was not supplied or installed by Clarity;
 - 5.1.2 rectification of lost or corrupt data or programs arising from any reason other than a Malfunction;
 - 5.1.3 support of any software modified or altered by any person other than Clarity unless specifically accepted in writing by Clarity;
 - 5.1.4 support of any software used outside its design or specification or outside the provisions of any Documentation provided with the Software;
 - 5.1.5 diagnosis and/or rectification of potential or actual Malfunctions not associated with the operation of the Software;
 - 5.1.6 corrections or data corruptions caused by a third party software or software written by the Client or their agent or sub-contractors;
 - 5.1.7 support of any products installed on operating environments that are not supported by Clarity;
 - 5.1.8 rectification of faults arising from the use of the Software other than in accordance with the System Requirements;
 - 5.1.9 Documentation;
 - 5.1.10 magnetic media provided by Clarity which is not returned by the Client;
 - 5.1.11 support/ rectification of any faults arising out of a breach by the Client of clause 7 or 8 of this Agreement.

6. Training

- 6.1 Unless otherwise agreed Training Days are from 09.30 to 17.00 and include a 1 hour break for lunch. A half day is 09.30 to 12.45 or 13.45 to 1700. The Fee for Training Days includes time spent by Clarity personnel travel to and from the Client's Premises.
- 6.2 If the Client cancels a Training Day Clarity shall be entitled to make the following charges :

Less than 24 hours notice	100% of the daily rate
Less than 48 hours notice	50% of the daily rate
Less than 60 hours notice	25% of the daily rate

7. Client's Obligations

- 7.1 **The Client hereby undertakes:**
 - 7.1.1 to use the Software only on hardware and system software which complies with the System Requirements.
 - 7.1.2 not to permit any other software to be integrated with the Software without the prior consent of Clarity; Consent will not be unreasonably withheld.

- 7.1.3 not to modify or alter the Software other than at the direction of Clarity's personnel;
- 7.1.4 to ensure that its employees, contractors and other parties who use the Software are appropriately trained for the role that they are undertaking, and undertake to use the Software only in accordance with the terms of this Agreement;
- 7.1.5 to employ personnel conversant with the Software and the System Requirements;
- 7.1.6 to initially investigate any potential Malfunction to determine the cause and to notify Clarity as soon as possible thereafter, providing written descriptions of problems as may be requested by Clarity;
- 7.1.7 to perform system tests as required by Clarity;
- 7.1.8 to take sufficient back-up and security copies of the Software and data to protect against any reasonable eventuality. If Clarity is required to assist the Client with recovering its system from any type of failure, Clarity reserves the right to make an additional charge as shall be notified to the Client. Any charges will be charged at our standard daily/hourly rates.

8. Alterations

- 8.1 Except to the extent and in the circumstances expressly required to be permitted by Clarity by law, the Client shall not alter, modify, adapt or translate the whole or any part of the Software in any way whatsoever nor permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things.

9 Term

- 9.1 The Software Support Services shall start on the Commencement Date and continue for a minimum of 12 months, or 24 months for subscription based systems.
- 9.2 The Fees for these Services are payable on an annual basis in advance of renewal of the Services, or monthly on the first day of every month by standing order for subscription based systems. Any increase in Fees will be notified to the Client in advance together with a justification of the increase. If the Client does not wish to renew the Services, the Client must provide Clarity with 90 days notice in writing of its intention to terminate the Agreement, such notice to expire on or prior to the Renewal Date. Should notice not be given the contract will auto-renew as detailed in the renewal notice.