Terms and Conditions for iplanit subscription and services.

End User Licensee: The end user licensee is the service provider/funding organisation which is subscribing to the iplanit service either on a hosted or on-premise basis.

Annual Subscription Charge: This is the annual service subscription fee paid by end user licensee. It includes the licensing of the iplanit software, related documentation, cost of hosting (where applicable/unless otherwise specified) and end user licensee support and maintenance as outlined in this document (unless otherwise agreed between the parties).

Licensed Software: This refers to the delivered components of the iplanit solution and the enabling "Aspirico Server" modules as outlined in the appendix to this agreement and any amendments made by Aspirico to same.

1. Service Level definition for iplanit

The services consist of the following items.

a) End User Licensee agrees to designate four contacts to communicate directly with iplanit support desk. All user issues will be channelled through this nominated contact.

b) Aspirico shall provide prioritised, maintenance and software support services to be accessed by the Licensee contacts between the hours of 09.00 and 17.00 GMT Monday through Friday (excluding UK & Ireland public holidays) via telephone, the on-line issue logging system or email. Aspirico reserves the right, at its sole discretion, to change the source of such support. Licensee agrees to limit the number of authorised calls to Aspirico to be determined based on reasonable operational requirements.

c) Aspirico shall provide code corrections which are available from Aspirico as required to correct Licensed Software malfunctions in order to bring such Licensed Software into substantial conformity with the capabilities as outlined in proposal documentation in line the following procedure: (i) if End user licensee encounters a problem in the usage of Licensed Software by one of its authorised end users, Licensee nominated support contacts will notify the iplanit help desk. Help desk contacts will respond by resolving the issue or alternatively escalate to

Aspirico engineers who will use reasonable efforts to diagnose the problem. Licensee will report problems in sufficient detail to permit Aspirico to understand the problem; and (ii) if it is mutually determined by Licensee and Aspirico that the problem represents an error in the Licensed Software, Aspirico will use reasonable efforts to provide a software fix to Licensee.

d) Aspirico shall make available to Licensee all Licensed Software upgrades, which Aspirico, at its discretion, deems to be logical improvements or extensions to the Licensed Software and that have been released for general commercial distribution. Upgrades are point releases by Aspirico (e.g., 5.2 to 5.3). Releases referred to by Aspirico .com as .100 point releases (e.g., 5.22 to 5.23) are not considered upgrades for the purposes of this Support Agreement but rather they are considered as fix releases which must be requested by Licensee.

e) The iplanit service represents an ongoing development investment to continue to offer best practices and new innovations to the subscriber base. As such Aspirico may issue new functionality as part of periodic upgrades/releases of the iplanit service. End user licensees will be informed of any such improvements and will have the opportunity to avail of these as they are developed.

f) iplanit consultants will also be involved in providing input into adding new content into the iplanit service which reflects best practices and developments in the iplanit/person centred planning world. It is the intention to reflect these in iplanit as part of the ongoing development of the service and to make these available to subscribers as part of this agreement. Aspirico reserve the right to monitor input and decide on appropriate areas for inclusion in the standard service.

g) End User Licensee agrees that for technical /consulting services required by Licensee in addition to those outlined above, Licensee can be charged Aspirico's then current list price for such services unless otherwise agreed in writing.

2. Licensed Software

All Licensed Software (Aspirico Framework Core Modules and iplanit) is licensed by Aspirico (iplanit developer, owner and licensor) to nominated channel partners (where they are acting as resellers) and/or to providers/other organisations as "End User Licensees" for use in the context of the solution outlined in the service agreement. Licensee(s) agree and acknowledge that any and all new copies of the complete Licensed Software provided hereunder are for replacement of the copies of the

Licensed Software licensed to Licensee under this Service Level Agreement and are not provided as additional copies. All copies of the Aspirico Server framework, the iplanit suite, all related utilities plus changes or enhancements to iplanit in the form of developed software and associated software intellectual properties arising from this agreement are and remain the property of Aspirico. This Service Level Agreement is for a specific schedule / number of licenses and/or subscriptions for licenses software as outlined in the Appendix to this document. Licensee cannot increase, defer, re-use or carry forward the licensed number of end users, annual subscriptions, copies or instances of Licensed Software provided to Licensee(s). Each subscription refers to each service user profile stored on iplanit for the stated term, irrespective of level of usage, number of people in the circle of support or number of plans.

4. Term and Termination

12 months annual term with three month notice for termination by client.

5. Payment

Licensee will pay all Annual Subscription Charges (ASC) to be invoiced following contract within thirty (30) days after contract date on this Agreement and within thirty (30) days of each subsequent renewal date. ASC charges and implementation services charges are non-refundable. ASC renewal date will be the anniversary of the contract date. All services will be invoiced following contract and are payable within 30 days of contract date unless otherwise agreed. Any additional consulting services will be payable within 30 days of contract to deliver such services unless otherwise agreed.

6. Installed Modules

The following software modules are supplied as part of the iplanit service to be made available on a hosted basis.

- **Person Application Module** as described in the iplanit "core" or standard service documentation and any general release enhancements to this module.

- **Provider Application Module** as described in the iplanit "core" standard service documentation and any general release enhancements to this module.

- **Aspirico Server 5.2** – A range of modules within Aspirico Server 5.0 forms the technical framework and software capabilities which underpin the iplanit service.
- **Optional modules** – A range of optional iplanit modules over and above the "core" or standard capabilities including referrals, needs assessments, risk management, calendaring, surveys, journal, goal management and funding.
- **Sectoral Specific "skins" or views** – A range of sector specific "skins" for of iplanit including Learning Disability, Mental Health, Older people, Supported Housing and mobile deployment capabilities associated with same.

Note to costs:

I. Licenses and service fees are payable within 30 days of contract as the draft system is generally set up during month one. Optional top up licenses and/or optional modules can be invoiced subsequently as agreed/required during implementation/project.
II. All costs are exclusive of Vat at prevailing rates.