

SCHEDULE 3

SERVICE TERMS – ON PREMISE

1. BASIS OF SERVICE

The Service is provided in accordance with the Agreement and includes:

- (i) Right to Access and Use the Service;
- (ii) Service Support (mandatory but chargeable addition).

2. RIGHT TO ACCESS AND USE THE SERVICE

2.1 The Customer has the Right to Access and Use the Service for the Term on a non-transferable, non-exclusive basis in accordance with the relevant Licence Metrics as from the date of payment.

2.2 The Right to Access and Use the Service can be extended to any End Users or Permitted Entities of the Customer provided always that the Permitted Entities: (i) are not Competitors of OneAdvanced; and (ii) such rights will automatically cease if they cease to be a Permitted Entity. The Customer accepts responsibility and liability for the acts and/or omissions of its Permitted Entities.

2.3 Both Parties will (and the Customer will procure that its End Users and Permitted Entities will) comply with any relevant Policies in conjunction with the Right to Access and Use the Service.

2.4 It is a requirement for the Customer to pay Fees for Service Support at all times during the Term otherwise the Right to Access and Use the Service lapses.

3. SERVICE SUPPORT

3.1 OneAdvanced will provide Service Support for the Service in accordance with the relevant Service Support Policy or Third Party Support Policy.

3.2 If an Error has been corrected or is not present in a more current Update of the Service, OneAdvanced will have no obligation to correct such Error in prior Updates of the Software. Updates will require the Customer to schedule and implement the changes or may require training services. OneAdvanced reserve the right to suspend provision of Service Support where Updates are not implemented within a reasonable time following request to do so.

4. BACK UPS (AND DISASTER RECOVERY, IF APPLICABLE)

4.1 Data backup services will be carried out by the Customer unless agreed otherwise in an Order Form. In the event of any loss or damage to Customer data, howsoever arising, the Customer's sole and exclusive remedy against OneAdvanced shall be for OneAdvanced to assist the Customer to restore any lost or damaged Customer data from the latest back-up of such Customer data maintained by the Customer at an agreed cost. Responsibility for the Customer network including security of the same remains at all times with the Customer.

5. CHANGES

5.1 The Service is continually evolving and OneAdvanced reserve the right to (i) add and/or substitute equivalent functionality within the Service (including substituting equivalent products for any Third Party Service in the event of product unavailability, end-of-life or changes to software requirements), (ii) recommend a Customer upgrades its own equipment and ancillary software in order to make efficient use of the Service and (iii) update Service Support for the Service and any Third Party Service.

6. THIRD PARTY TERMS

6.1 Where a Third Party Service is provided, the Customer accepts the associated Third Party Terms. Copies are available for inspection at [online](#). In any event where a Third Party Service is provided as part of the Service the Customer shall have no broader Right to Access and Use the Third Party Service than it does in relation to the Service.

7. RETURN OF DATA ON EXPIRY OR TERMINATION OF THE TERM

7.1 Data return on expiry or termination of the Term is set out in the Policies.