ON-PREMISE TERMS

1 GENERAL

1.1 These terms apply only where a Product is stated in the Quote as 'on-premise' or has no related "hardware service provision" (HSP) Product. Customer is solely responsible for the hardware and environment on which the Product shall operate and any failures to maintain that hardware and environment which affect the Product are not the responsibility of Keyloop.

1.2 Unless otherwise stated, references in these On-Premise Terms to clauses are to clauses in the Standard Terms and Conditions.

2 PRODUCT

2.1 Clause 4.1 (Provision of the Services) shall be deleted and replaced with:

"Subject to clause 4.2 and clause 4.4 and Customer paying the Charges for the Services, Keyloop grants to Customer a non-exclusive, non-transferable licence for Authorised Users to use the Products in the Territory during the applicable Product Category Term for internal business purposes in accordance with the terms of this Agreement."

2.2 Clause 4.2 (Provision of the Services) shall be deleted and replaced with:

"Customer may sub-licence use of the Products to Customer Affiliates during the applicable Product Category Term for internal business purposes in accordance with the terms of this Agreement, provided that Customer shall be responsible for compliance by Customer Affiliates with this Agreement. Any restrictions on Customer's use of the Services shall apply in the same way to Customer Affiliates' use. Any rights that Keyloop has against Customer shall also be interpreted as being against Customer Affiliates."

2.3 Clause 7.2.3 (Warranties and Obligations) of the Standard Terms and Conditions shall not apply.

2.4 The following sub-clauses are added to Clause 9.2 (Customer Obligations) of the Standard Terms and Conditions:

"Customer is responsible for...:

9.2.4 maintaining all Customer operated hardware and software on which the Products are dependent in accordance with manufacturer/licensor instructions and as specified by Keyloop from time to time; and

9.2.5 implementing appropriate security measures and policies to protect the Products from unauthorised access and use."

3 SERVICE LEVELS

3.1 Clauses 11 - 13 of the Support and Maintenance Terms shall not apply.

4 SUPPORT

4.1 Clause 5.1.3 of the Support and Maintenance Terms shall include a new sub-clause as follows:

"Keyloop is not obliged to provide Support Services where:

5.1.3 a Case results from:

5.1.3.5 Customer's hardware, software or environments in which the Products are hosted."

5 MAINTENANCE

5.1 Clause 10.5 of the Support and Maintenance Terms shall be deleted and replaced with:

"If Keyloop elects to make a Release available to Customer, Customer shall deploy new Releases. Where Customer requires assistance with the deployment of Releases, Keyloop may provide Professional Services subject to payment by Customer of Charges which shall be calculated in accordance with Standard Rates."

5.2 Clause 10.6 of the Support and Maintenance Terms shall be deleted and replaced with:

"Where Customer is not using the latest Release of a Product when a new Release becomes available, the availability and deployment of the new Release may require Customer to deploy the intervening Releases between the Release used by Customer and the new Release. In such circumstances, the availability and deployment of the new Release shall be subject to payment by Customer of additional Charges which shall be calculated in accordance with Standard Rates."