LinguaSkin® SaaS

Terms & Conditions

Interceptor Solutions Ltd.

This Agreement is executed the <execution date>.

Parties:

(1) Interceptor Solutions Ltd whose registered office is 12 Priory Close, Caerleon, Newport, NP18 3SY, UK (hereinafter called ‘ISL’, which expression shall include its subsidiaries, agents, successors and assigns)

(2) <customer legal name> of <address> ("the Customer")

It is hereby agreed as follows:

1 Interpretation

1.1 Words in the singular shall include the plural and vice versa.
1.2 A reference to a person shall include a reference to a firm, a body corporate, an unincorporated association or to a person's executors, administrators or successors.
1.3 References to writing shall include any modes of reproducing words in a legible and non-transitory form.
1.4 The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2 Scope of Agreement

2.1 This Agreement is for the licensing of a SaaS G-Cloud service (LinguaSkin®) from ISL to the Customer, together with related consultancy, development, configuration and implementation services.
2.2 Services and licenses delivered by ISL to the Customer under this Agreement will be detailed in proposal documents (a Proposal) which will define the specific scope, timetable, deliverables, fees, payment schedules and also identify any variations from this Agreement that are specific to the scope of work in that Proposal.
2.3 Schedule A identifies the Proposal that is covered by and is part of this Agreement.

3 Fees and Payment

3.1 Products licensed, fees, payment schedule, and duration are defined in Schedule B.
3.2 Fees for services to be performed will be stated within each Proposal.
3.3 The Fees and all other charges payable by the Customer for all Proposals under this Agreement shall be paid in full within 30 days from the date of ISL’s invoice without deduction or set off.
3.4 The Fees and any additional charges payable under this Agreement are exclusive of Value Added Tax, or any other local taxes, which shall be paid by the Customer at the then prevailing rate.
3.5 If any sum payable under this Agreement is not paid within 30 days after the due date then (without prejudice to ISL’s other rights and remedies) ISL reserves the right to charge interest on such sum (before and after any judgment) from the due date for payment to the date of actual payment (both dates inclusive) at the rate of 2% above the UK base rate of HSBC Bank Plc.

4 Software Licence

4.1 ISL is authorised to license the software referred to as LinguaSkin® and other software solutions developed by ISL for the Customer (the 'Software') and upon acceptance by the Customer of these terms and conditions grants the Customer a non-exclusive, non-transferable Licence to use the Software under the terms in Schedule B.

5 Customer's obligations

5.1 The Customer undertakes not to perform any of the acts referred to in this sub-clause 5.1 except to the extent and only to the extent permitted by the applicable law to the Customer as a lawful user (i.e. a party with a right to use) of the Software and only then for the specific limited purpose stated in such applicable law or hereunder. The Customer undertakes:

5.1.1 not to copy the Software (other than for normal Systems operation) nor otherwise reproduce the same provided that the Customer may copy the Software for back-up purposes.

5.1.2 not to translate, adapt, vary or modify the Software.

5.1.3 not to disassemble, de-compile or reverse engineer the Software.

5.1.4 not to provide or otherwise make available the Software in whole or in part, in any form to any person other than the Customer's employees or as set out in sub-clause 5.2.2 without prior written consent from ISL.

5.2 The Customer undertakes:

5.2.1 to supervise and control Use of the Software in accordance with the terms of this Agreement;

5.2.2 to ensure that its employees, agents and other parties who will use the Software are notified of this Agreement and the terms hereof prior to such employee, agent or party using the same;

5.2.3 to reproduce and include the copyright notice of ISL on all and any copies, whether in whole or in part, in any form;

5.2.4 within 14 days after the date of termination or discontinuance of this Agreement for whatever reason, to destroy the Software and all updates, upgrades or copies, in whole and in part, in any form including partial copies or modifications of the Software received from ISL or made in connection with this Agreement, and all documentation relating thereto.

6 Warranty

6.1 The Customer acknowledges that software in general is not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement.

6.2 Although ISL does not warrant that the Software supplied hereunder shall be free from all known viruses, it has used commercially reasonable efforts to check for the most commonly known viruses prior to packaging but the Customer is solely responsible for virus scanning the Software.

6.3 ISL warrants that there are no disabling programs or devices in the Software other than those required to maintain and enforce licensing and ownership agreements.

6.4 To the extent permitted by the applicable law, ISL disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose.

7 Liability

7.1 ISL shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Software, its use or otherwise, except to the extent that such liability may not be lawfully excluded under the applicable law.

7.2 Notwithstanding the generality of 7.1, ISL expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the

Software, its use, Systems or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill, damage to reputation, loss of any order or contract, fines, penalties, expenses, anticipated savings or any other consequential loss of any kind.

7.3 Unless otherwise provided in this Agreement and subject to clauses 7.1 and 7.2 the liability of ISL in respect of a breach of any express or implied term of this Agreement shall be limited to the reasonable cost of remedying any defect in the Software or matter constituting such breach and in no circumstances shall ISL's liability exceed the total amount paid by the Customer to ISL pursuant to this Agreement.

7.4 ISL does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of ISL, its employees, agents or authorised representatives.

8 Confidential Information

8.1 Both parties shall procure that all information disclosed by one to the other in accordance with the terms of this Agreement (the "Confidential Information") shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Agreement and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Agreement.

8.2 All information, data, drawings, specifications, documentation, software listings, source or object code which ISL may have imparted and may from time to time impart to the Customer relating to the Software is proprietary and confidential. The Customer hereby agrees that it shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement, disclose the same, whether directly or indirectly, to any third party without ISL's prior written consent.

8.3 Subject only to the specific, limited provisions of sub-clause 8.1 above, the Customer further agrees that it shall not itself or through any subsidiary, agent or third party use such confidential information to copy, reproduce, translate, adapt, vary, modify, de-compile, disassemble or reverse engineer the Software nor shall the Customer sell, lease, license, sub-license or otherwise deal with the Software or any part or parts or variations, modifications, copies, releases, versions or enhancements thereof or have any software or other program written or developed for itself based on any confidential information supplied to it by ISL.

8.4 The foregoing provisions shall not prevent the disclosure or use by either party of any information which is or hereafter (other than as a result of a breach of the provisions of this Agreement) becomes public knowledge or to the extent permitted by law.

9 Proprietary Rights

9.1 The Customer acknowledges that any and all of the copyright, trademarks (whether registered or not), trade names, patents, inventions, know-how and other intellectual property rights subsisting in or used or in connection with the Software including all documentation and manuals relating thereto and all rights of a similar nature throughout the world are and remain the sole property of ISL. The Customer shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership of these rights by ISL.

10 Termination

10.1 Notwithstanding anything else contained herein this Agreement may be terminated:

10.1.1 by ISL forthwith on giving notice in writing to the Customer if the Customer shall fail to pay any sum under the terms of this Agreement and such sum remains unpaid for 14 days after written notice from ISL that such sum has not been paid; or

10.1.2 by either party forthwith on giving notice in writing to the other if the other commits any material breach of any term, condition or provision of this Agreement or required by the applicable law and fails to remedy such breach (if capable of remedy) within 30 days after the receipt of a request in writing from the other party to do so (such request to contain a warning of such party's intention to terminate); or

10.1.3 by either party forthwith on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business ;or

10.2 Any termination of this Agreement shall not, subject to the specific terms of this Agreement, affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10.3 Unless terminated beforehand, this Agreement will automatically terminate after the duration stated in Schedule B.

11 Assignment

11.1 The Customer shall not assign or otherwise transfer all or any part of the Software or this Licence without the prior written consent of ISL, such consent not to be unreasonably withheld or delayed.

12 Governing Law

12.1 This Licence and the rights and obligations of the parties hereto shall be governed by the laws of England and Wales and both parties hereby agree to submit to the exclusive jurisdiction of the English or Welsh courts.

13 Waiver

13.1 No forbearance, delay or failure by either party to exercise any of its powers rights or remedies under this Agreement will operate as a waiver of them nor shall any single or any partial exercise of any such powers or rights or remedies preclude any other or further exercise of them. Any waiver to be effected must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

14 Third Party Rights

14.1 Nothing in this Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the Parties. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

15 Severability

15.1 If any part of this Agreement is found by any competent jurisdiction to be invalid, unlawful or unenforceable then such part will be severed from this Agreement. The remainder of this Agreement will continue to be valid and enforceable to the full extent permitted by law.

16 Entire Agreement

16.1 This Agreement contains the entire agreement between the parties and supersedes any previous agreement between the parties. Except for fraudulent misrepresentations, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

Signed on behalf of ISL		Signed on behalf of the Customer	
Signature	…………………………………..	Signature	…………………………………..
Name	Richard Sheppard	Name	…………………………………..
Position	Director	Position	…………………………………..
Date	…………………………………..	Date	…………………………………..

Schedule A – Proposals covered by Agreement

As per 2.3, these Proposals are covered by this Agreement:

Ref	Title	Version	Date	Customer Acceptance
<ref>	<proposal title>	V1.0	xx/xx/xxxx	xx/xx/xxxx

Schedule B – Agreement Terms

Product(s) licensed	LinguaSkin® <Standard Premium>	Product scope and features are defined separately and may vary from time to time. Customers will be notified of changes to scope for new releases.
Implementation Cost	As per Proposal	Deployment, configuration, test support and handover services.
License fee	As per Proposal	Commencing from agreement date.
Configuration Maintenance	As per Proposal	Maintenance of the LinguaSkin configuration for updates to the Target Application.
Hosting	As per Proposal	Provision of shared server cloud hosting for the LinguaSkin WSM proxy.
Payment schedule	Annual/Monthly in advance	First payment is due on agreement date and thereafter annually on the anniversary of this date.
Duration	24 months	The period for which the Terms in this schedule and the license fee levels in the Proposal remain valid.
Maintenance & Support	Standard/Premium	The LinguaSkin maintenance and support level to be provided.
Day Rates	£30 / 15 mins	Ad hoc activities, up to 90 mins
	£900 / day	Consultant, from 0.25d