



PUBLIC SECTOR SOFTWARE

PSSUltimate Licence Agreement

Agreement Number

Licensor: Public Sector Software Limited, PO Box 9000, Leamington Spa CV31 9DX (PSS)

Licensee:

Licence Fee: Initial £ per year

On the anniversary from the Commencement Date the annual fee will be increased by 5%

Purpose: Task management workflow via the Web and Mobile apps known collectively as the Software

Software: PSSUltimate Web and mobile for iOS/Android

Modules:

Term: One year, renewable as per the terms of the Agreement

Commencement Date:

Licensee Contact:

Agreement duly signed and made effective as at the Commencement Date

Signed on behalf of

Signed on behalf of

Public Sector Software Limited

Signature

Signature

Name:

Name:

Title: Director

Title:

Date:

Date:

IT IS AGREED as follows:

1. Grant of Licence

1.1. The Licensor grants to the Licensee a non-exclusive, non-transferrable licence to use the Software subject to the terms and conditions contained in this Agreement.

1.2. Any change to this Agreement, must be agreed in writing by both Licensor and Licensee

2. Licence Term & Termination

2.1. The Licence shall continue for a period of one year and from year to year thereafter unless terminated

2.2. The Licensee may terminate the Licence at any time by giving at least 90 days' prior written notice to the Licensor.

2.3. The Licensor may terminate the Licence forthwith on giving notice in writing to the Licensee if the Licensee commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within five Business Days after the receipt of a request in writing from the Licensor to do so, to remedy the breach.

2.4. Upon the termination of the Licence, the Licensee's user access and database will be disabled.

2.5. The Licensee may extract and store from the Software via the export process data belonging to the Licensee prior to termination or contact the Licensor to undertake this on their behalf for an agreed fee.

2.6. Any termination of the Agreement shall not affect any accrued rights or liabilities of the Licensor or Licensee nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

3. Payment

3.1. The Licence Fee and other charges payable under this Agreement are exclusive of any applicable VAT and will be invoiced to the Licensee annually in advance without sight of a purchase order.

3.2. Any charges payable by the Licensee under this Agreement in addition to the Licence Fee shall be paid within 30 Days after the invoice date.

3.3. The Licensor shall have the right to charge interest on overdue invoices at the rate of 4 per cent per year above the base rate of Barclays Bank, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

3.4. PSS reserves the right to withhold services as defined in the Agreement until payment has been received in full

4. Restrictions on Alterations

4.1. The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer any of the Software in any manner without the Licensor's prior written consent.

4.2. If the Licensed Program is modified by persons not acting under the instructions of PSS Ltd, the Licensee shall be responsible for all costs arising directly or indirectly from such modifications

4.3. Additional functionality such as interfaces and links to other Software systems as used by the Licensee or modifications are not covered by this Agreement and any such requirements would be chargeable

5. Licensee's Responsibilities

The Licensee shall during the term of the Agreement:

5.1. Effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person

5.2. Not use the Software for purposes other than as specified in this Agreement

5.3. Ensure that its Internet security protocols permit the Software access to upgrades (the provision of telephone advice to enable such upgrades is not included in the Agreement)

5.4. Not distribute, sell, licence or sub licence, let, trade or expose for sale the Software to a third party.

5.5. Not change the Software or its content beyond user configuration parameters

5.6. Ensure that the Software and relating materials retains all Licensor copyright notices and other propriety legends and all trademarks or service marks of the Licensor.

5.7. Offer suggestions for improvements to both existing and new feature functionality for the Licensor to consider for implementation via the upgrade schedule, such improvements will be incorporated at the Licensor's sole discretion with no rights whatsoever accruing to the Licensee for such suggestions unless agreed in writing.

5.8. Maintain its operating system Software, network Software, internet access, audit controls, accuracy and security of input and output data, restart and recovery routines, security routines for programs and data, and all hardware, Software and procedures necessary for the Licensee's intended use of the Software. The Licensor reserves the right to charge the Licensee for any cost incurred due to the

Licensee's failure to fulfil these responsibilities. Such charges will be at the Licensor's standard daily rates.

5.9. Agrees that Licensor may use its data for anonymous analysis to assist in the defence of insurance claim and court cases for other Licensees.

6. Licensor's Proprietary and Intellectual Property Rights

6.1. The Software and relating materials and any and all Intellectual Property Rights of whatever nature which now or in the future subsist shall remain the property of the Licensor.

6.2. The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software or relating materials by any person.

7. Intellectual Property Claims and Disputes

7.1. The Licensor shall defend at its own expense any claim brought against the Licensee alleging that the Use of the Software infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and the Licensor shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:

7.1.1. Furnishes the Licensor with prompt written notice of the Intellectual Property Claim

7.1.2. Provides the Licensor with reasonable assistance in respect of the Intellectual Property Claim

7.1.3. Gives to the Licensor the sole authority to defend or settle the Intellectual Property Claim

8. Warranties

The Licensor warrants that:

8.1. The Software will provide the facilities and functions set out in the Purpose when properly in line with the installation and user guides provided;

8.2. Program Documentation will provide adequate instructions to enable the Licensee to make proper use of such facilities and functions; and

8.2.1. it will for the period of the duration of this Agreement provide the Licensee with the benefits of the Service Level Agreement identified in detail at Schedule 1 to this Agreement; and

8.2.2. in fulfilling its obligations under this Agreement it will attain standards of care and skill commensurate with those currently prevailing in the Software industry but not higher and that all personnel will have qualifications and experience appropriate for the tasks to which they are allocated.

8.2.3. Daily data backups will be created and held securely in accordance with the Licensor's data management protocols

8.3. The Licensor shall ensure that it and its servants, agents and subcontractors take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote Software is generally available are coded or introduced into the Software.

8.4. The above shall be subject to the Licensee complying with its obligations under the terms of this Agreement – in particular the said Warranties shall not apply to the extent that any defect Software arose or was exacerbated as a result of

8.4.1. Incorrect use, operation or corruption of the Software;

8.4.2. Any unauthorised modification or alteration of the Software; or

8.4.3. Use of the Software with other Software with which it is incompatible.

9. Liability

9.1. The Licensor shall, during the term of this Agreement, maintain employer's liability, insurance cover in respect of its liabilities arising out of or connected with this Agreement

10. Confidentiality

10.1. The Licensor and Licensee undertake that unless authorised in writing by Licensor and Licensee, they shall at all times during the continuance of this Agreement and 5 years after its termination:

10.1.1. keep confidential all confidential information

10.1.2. not disclose any confidential information to any other party

10.1.3. not use any confidential information for any purpose other than as contemplated by this Agreement

10.1.4. not make any copies of, record in any way or part with possession of any confidential information

10.1.5. ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that would be a breach of the provisions of this Clause 10

10.2 The provisions of clause 10.1 shall not apply where any confidential information must be disclosed by the Licensee to ensure compliance with its obligations under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

11. Data Protection

11.1. The Licensor and Licensee undertake to comply with the provisions of the Data Protection Act 2018 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

12. Force Majeure

12.1. Neither party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

12.2. If such circumstances continue for a continuous period of more than 14 days, either party may terminate this Agreement by written notice to the other party.

13. No Agency or Partnership

13.1. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Licensor and Licensee other than the contractual relationship expressly provided for in this Agreement.

14. Severance

14.1. The Licensor and Licensee agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

15. Costs and Expenses

15.1. Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement

16. Law and Jurisdiction

16.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2. Any dispute, controversy, proceedings or claim between the Licensor and Licensee relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall exclusively within the jurisdiction of the courts of England and Wales

Schedule 1 - Service Level Agreement

1. The Licensee of the Software will receive notifications via email and news articles about Software upgrades upgrading during the Agreement term.
2. Desktop and mobile upgrades are automatically released. It is beneficial for data security that all Licensee maintain the latest version of the Software. Unlimited telephone and email support related to the use of the Software will be provided between the hours of 08:00 and 16:00 Monday to Friday excluding public holidays via the main phone number 01926 800800 or enquire@pssltd.co.uk
3. Defects/Faults will be logged into the Licensor's online management tool and addressed in accordance with the assigned priority level.
 - 3.1. Priority Critical: complete loss of all service of the Software and the situation is an emergency. The Licensor will acknowledge within one working hour from the time that the call was logged and shall, wherever possible remedy defects and/or provide a workaround within one working day of notification of the problem, with a permanent solution within an agreed timeframe.
 - 3.2. Priority High: severe loss of service of the Software, operation however in a restricted fashion. The Licensor will acknowledge within two working hours from the time that the call was logged and shall, wherever possible, remedy defects and/or provide a workaround within three working days.
 - 3.3. Priority Level Medium: a minor loss of service of the Software, the impact is an inconvenience. The Licensor will acknowledge one working day from the time that the call was logged and shall, wherever possible, remedy defects in the next release of the Software
 - 3.4. Priority Level Low: no loss of service of the Software; the result being a minor error, incorrect behaviour, or a documentation. The Licensor will acknowledge within one working day from the time that the call was logged and the Licensor shall use its reasonable efforts to schedule the remedy defects and/or provide a workaround into a future release.
4. General upgrades are expected on a release cycle of approximately every 4-8 weeks dependant upon the scale of the enhancements included. Testing is undertaken to ensure the release meets all standards required for core operations as a minimum.
5. The Licensor will, at all times, make its best endeavours to answer the Licensee's queries and correct any faults in the Software in a set order in relation to priority and urgency against core functionality

6. The Licensor will provide future versions of the Software and updates to the data contained therein via their website and relevant mobile app stores.
7. The Licensor will advise the Licensee of any scheduled downtime and will make every effort possible to schedule this during non-peak hours
8. A representative of the Licensor will attend each meeting of the Software User Group to which this Agreement entitles all Licensees to attend.