



SUBSCRIPTION AGREEMENT

between

Connektivity Limited

and

Contracting Entity

Software Subscription Agreement

Parties

This software Subscription Agreement ("Agreement") is between

(1) Connektivity Limited incorporated and registered in England and Wales with company number 08350348 whose registered office is at 10 Cheyne Walk, Northampton, NN1 5PT **(Supplier);** and

(2) **Contracting Entity, Address (Customer)**

Background

- i) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis.
- ii) The Customer wishes to use the Supplier's service in its business operations.
- iii) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

Framework Agreement and Call-Off Contract

- i) This Agreement is a Call-Off Contract made pursuant to the Crown Commercial Service G-Cloud 15 Framework Agreement (the "Framework Agreement").
- ii) The provisions of the Framework Agreement apply to this Agreement as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Agreement and the Framework Agreement, the terms of the Framework Agreement shall prevail.

Agreed Terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer, its subsidiaries and affiliates, who are authorised by the Customer to use the Services and the Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Call-Off Contract: means this agreement entered into pursuant to the G-Cloud 15 Framework Agreement

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services and any data generated by, or derived from the Customer's use of the Services, whether hosted or stored within the Services or elsewhere.

Documentation: the document(s) made available to the Customer by the Supplier from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: is [xx/xx/2026]

Exit Management: means the orderly transition of the Services, including the return or deletion of Customer Data, on expiry or termination of this Agreement.

Framework Agreement: means the Crown Commercial Service G-Cloud 15 Framework Agreement.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Incident: any Vulnerability, Virus or security incident which:

- a) may affect the Software or the Services;
- b) may affect the Supplier's network and information systems, such that it could potentially affect the Customer or the Software or the Services; or
- c) is reported to the Supplier by the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Known Vulnerability: any Vulnerability that has either:

- a) been assigned a Common Vulnerabilities and Exposures (CVE) number;
- b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- c) been disclosed on the internet, or any [open] public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Latent Vulnerability: any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Mitigate: the taking of such reasonable steps that would be taken a prudent supplier in accordance with Good industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety) provided these are approved by the Customer in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Services: the Software subscription services provided by the Supplier to the Customer under this agreement via a web address notified to the Customer by the Supplier from time to time.

SMS Text Bundles: refers to the sms messages that can be sent via the Software and can be optionally purchased by the Customer in a bundle (pre purchased number of sms messages) to be used as required by the Customer.

Software: the online software applications provided by the Supplier as part of the Services and as detailed in the Schedule 1.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in as detailed in the Schedule 1.

Subscription Territory: means the territory where the Authorised User may use the Software as set out in the Schedule 1.

Subscription Term: as detailed in the Schedule 1.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer as defined in Schedule 1 and pursuant to clause 8.1 which entitles Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.4 A reference to writing or written excludes faxes but not e-mail.
- 1.5 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. User subscriptions

- 2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
 - (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - (c) The Authorised Users will only use the Services in the Subscription Territory
- 2.3 The Customer shall not knowingly:
 - (a) distribute or transmit to the Supplier, via the Services, any Viruses or Known Vulnerability;
 - (b) store, access, publish, disseminate, distribute or transmit via the Services any material which:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal or causes damage or injury to any person or property;
 other than as required in carrying out its normal business operations.

and the Supplier reserves the right, on no less than thirty (30) days' prior written notice to the Customer, such notice specifying the breach of this clause and requiring it to be remedied within the thirty (30) day period, to disable the Customer's access to the Services for the duration of time that the breach remains unremedied.
- 2.4 The Customer shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - (c) use the Services and/or Documentation to provide services to third parties;
 - (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, promptly notify the Supplier.
- 2.6 The rights provided under this clause 2 are granted to the Customer and any subsidiary or holding company of the Customer.

3. Additional user subscriptions

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing and the Supplier shall activate the additional User Subscriptions within 5 days of the Customer's request.
- 3.3 The Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Subscription Term or then current Renewal Period (as applicable).

4. Services

- 4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement. The Services shall be provided in accordance with Good Industry Practice and, where applicable, the requirements of the Framework Agreement.
- 4.2 The Supplier shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 8.00 pm to 7.00 am UK time or anytime Sunday; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
 - (c) Any emergency security breaches or emergency security matters, where the Supplier may need to withdraw access to the Services without notice to install any upgrades or patches to address emergency security matters. Where such action is required the Supplier will endeavour to notify the Customer in advance and then following any such event will document to the Customer the background and remedies taken to such event.
- 4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy on no less than ninety (90) days' notice in writing to the Customer and shall ensure that any amendment to the Support Services Policy does not adversely affect, reduce, or change the Support Services.

5. Data protection

- 5.1 The following definitions apply in this **Error! Bookmark not defined.5:**
 - (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
 - (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications

Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- 5.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This **Error! Bookmark not defined.**5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 5.4 Without prejudice to the generality of clause 5.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the agreement.
- 5.5 Without prejudice to the generality of clause 5.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - (a) process that Personal Data only on the instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this **Error! Bookmark not defined.5.**

6. Supplier's obligations

- 6.1 The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care in accordance with Good Industry Practice.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, and without prejudice to customer's other rights or remedies, correct any such non-conformance promptly.
- 6.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 6.4 The Supplier:
 - (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free;
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.5 The Supplier warrants and undertakes that that:
 - (a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement;
 - (b) it will comply with all applicable laws and regulations with respect to its obligations under this agreement;
 - (c) it will not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- 6.6 The Supplier:
 - (a) in relation to the Software and the Services shall maintain such accreditation(s) and certifications throughout the term of this agreement as are deemed necessary by Supplier;
 - (b) shall take all reasonable steps not to introduce any Viruses or Known Vulnerabilities or Latent Vulnerabilities into the Customer's network and information systems via the Services or Software or otherwise.
- 6.7 The Supplier will vet staff to NPPV3 level, for those that have access to the system databases which could allow could allow access to personal information. Supplier will provide details on staff and vetting on request from the Customer and ensure that any vetting is kept up-to-date.
- 6.8 Without prejudice to its other obligations under this Agreement, the Supplier shall use reasonable endeavours to ensure continuity of the Services and shall provide reasonable

cooperation to support any transition or Exit Management activities in accordance with clause 15.

7. Customer's obligations

7.1 The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement; and
- (c) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time.

7.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8. Charges and payment

8.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 8 and Schedule 1.

8.2 The Customer shall pay for any SMS Text Bundles that it orders from the Supplier to be used in conjunction with the Services on a pay-in-advance basis at the then agreed price with the Supplier.

8.3 The Customer shall on the Effective Date or when otherwise required to do so provide to the Supplier a valid approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- (a) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Subscription Term; and
 - (ii) subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.4 If the Supplier has not received payment within 30 days after the due date, and as the Supplier's sole remedy, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.5 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling;
- (b) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

- 8.6 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions, (if any) at the start of each Renewal Period upon 90 days' prior notice to the Customer and Subscription Details shall be deemed to have been amended accordingly.
- 8.7 Any dispute relating to an invoice or payment under this Agreement shall be dealt with in accordance with the dispute resolution procedure set out in clause 31.

9. Proprietary rights

- 9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated in this agreement, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 9.3 For the avoidance of doubt, termination or expiry of this Agreement shall not result in the transfer of any Intellectual Property Rights in the Services or Documentation to the Customer. The Customer shall retain all rights, title and interest in and to Customer Data at all times.

10. Confidentiality

10.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with this agreement, including but not limited to:

- (a) the existence and terms of this agreement subject to clause 15;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing;
- (c) any information developed by the parties in the course of carrying out this agreement and the parties agree that:
 - (i) details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and
 - (ii) Customer Data shall constitute Customer Confidential Information;

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 10.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality

- agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed.
- 10.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement. (Permitted Purpose); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.
- 10.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 10.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 10.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 10.8 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 14 (Termination).
- 10.9 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

- 10.10 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 10.11 The above provisions of this clause 10 shall continue to apply after termination or expiry of this agreement.

11. Security of network and information systems

- 11.1 The Supplier confirms that the information provided to the Customer in relation to the security of its network and information systems is up to date and accurate and that it will update the Customer immediately if there are any changes to such information.
- 11.2 The Supplier shall notify the Customer immediately it becomes aware of any Incident, and respond without delay to all queries and requests for information from the Customer about any Incident.
- 11.3 The Supplier will use reasonable endeavours to ensure the continuity of the Services at all times, with a view to ensuring the continuity of any services to be provided by the Customer that rely on the Services or Software.
- 11.4 The Supplier shall (and warrants and represents that it shall) at all times in accordance with Good Industry Practice:
 - (a) implement, operate, maintain, and adhere to, an incident management process which shall enable the Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its reporting obligations under clause 11.2; and
 - (b) Mitigate against all Incidents.
- 11.5 The Supplier hereby confirms that all Customer Data will be stored in UK data centres only unless otherwise agreed with the Customer.
- 11.6 The Supplier will perform penetration test on the Software and any associated infrastructure on an annual basis or on an as needed basis due to new product development or functionality that may affect the security of the software. Supplier will provide details of these penetration tests to the Customer on request which shall include a plan of action or detail of remedial work that has been taken to answer any issues or recommendation that have been highlighted in the tests.

12. Indemnity

- 12.1 The Supplier shall defend the Customer, the Authorised Users, its affiliates and subsidiaries and its and their officers, directors and employees against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's intellectual property rights in any jurisdiction.
- 12.2 If the Supplier is required to indemnify the Customer under this Clause 12, the Customer shall:
 - (a) notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 12.1) (**IPRs Claim**);
 - (b) allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;

- (c) provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services without a reduction or alteration in functionality so that they become non-infringing.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - (a) a modification of the Services or Documentation by anyone other than the Supplier or its agents, subcontractors or partners or with the Supplier's consent or approval; or
 - (b) the Customer's use of the Services or Documentation otherwise than in accordance with the Documentation; or
 - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

13. Limitation of liability

- 13.1 Except as expressly and specifically provided in this agreement, the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use.
- 13.2 Nothing in this agreement excludes the liability of the Supplier:
 - (a) for death or personal injury caused by the Supplier's negligence; or
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) any regulatory losses or fines arising directly from a breach by the Supplier of any laws.
- 13.3 Subject to clause 13.1 and clause 13.2:
 - (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to 100 % of the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14. Term and termination

- 14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Subscription Term at which point it will terminate unless agreed between the Parties in writing.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment;

- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 90 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in *clause 14.3(c) to clause 14.3 (j)* (inclusive);
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

14.3 Suspension of Services

Without prejudice to its termination rights, the Supplier may suspend access to the Services where:

- (a) the Customer is in material breach of this Agreement, including non-payment of undisputed fees;
- (b) continued provision of the Services would present a security risk; or
- (c) the Services are being misused.

Where reasonably practicable, the Supplier shall provide prior notice of any suspension and shall restore the Services promptly once the relevant issue has been remedied.

14.4 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall terminate and the Customer shall cease all use of the Services and/or the Documentation on the date of termination of this agreement;

- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 14.5 On termination of this agreement for any reason, the Supplier:
- (a) shall make no further use of the Customer Data;
 - (b) All Customer Data will be deleted from the Supplier systems 30 days after termination.
 - (c) Customer can request in writing a copy of Customer Data, if a request is received in writing by Supplier within 25 days of termination. At which point Supplier will export Customer Data into a csv file format or other format as may be agreed between the parties and agree a suitable delivery mechanism for delivery of such data with the Customer . There will be a one-off charge of £450 (excluding VAT) that will be paid in advance by Customer for the copy of Customer Data.

15. Service Continuity and Exit Management

On expiry or termination of this Agreement for any reason, the Supplier shall support an orderly exit and transition of the Services.

The Supplier shall:

- (a) continue to provide the Services during any notice period, unless termination is for cause;
- (b) provide the Customer with a copy of Customer Data in a commonly used and machine-readable format within the timescales set out in this Agreement;
- (c) cooperate reasonably with the Customer and any successor supplier to facilitate transition; and
- (d) securely delete Customer Data following confirmation of successful data transfer, unless retention is required by law.

Any additional exit assistance beyond that described above shall be provided at the Supplier's then current professional services rates, subject to prior agreement.

16. Force Majeure

- 16.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for six weeks, the party not affected may terminate this agreement by giving 60 days' written notice to the affected party.

17. Official Secrets Acts

- 17.1 The Supplier shall (where applicable) comply with and shall ensure that the Supplier Staff comply with, the provisions of:
- (a) the Official Secrets Act 1911 to 1989; and
 - (b) Section 182 of the Finance Act 1989.
- 17.2 In the event that the Supplier or the Supplier Staff fail to comply with this Clause, the Customer reserves the right to terminate this Licensing Agreement with immediate effect by giving notice in writing to the Supplier.

18. Transparency

- 18.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 18.2 Notwithstanding any other term of this Licensing Agreement, the Supplier hereby gives his consent for the Customer to publish this Licensing Agreement in its entirety, (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to this Agreement, to the general public.
- 18.3 The Customer may consult with the Supplier to inform its decision regarding any FOIA exemptions but the Customer shall have the final decision in its absolute discretion.
- 18.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Agreement. It is not the Customer's intention to publish Supplier designs or processes, Supplier IPR or the details from accreditation supporting documentation.

19. Equality and Diversity

- 19.1 The Supplier shall perform its obligations under this Licensing Agreement in accordance with:
- (a) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise);

20. Conflict

- 20.1 If there is any inconsistency between the provisions of this Agreement, the Subscription Details, and the Framework Agreement, the following order of precedence shall apply:
- (1) the Framework Agreement;
 - (2) this Agreement;
 - (3) the Subscription Details.

21. Variation

- 21.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Waiver

- 22.1 A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy].
- 22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23. Rights and remedies

- 23.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 23.2 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

- 24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 24.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Entire agreement

- 25.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 25.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

26. Assignment

- 26.1 The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 26.2 The Supplier may not at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of the Customer.

27. No partnership or agency

- 27.1 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. Third party rights

- 28.1 Except as provided in clauses 2.6 and 12.1, this agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. Counterparts

- 29.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 29.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

30. Notices

- 30.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 30.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31. Dispute Resolution

- 31.1 The parties shall use reasonable endeavours to resolve any dispute arising under this Agreement through good faith discussions. If a dispute cannot be resolved at an operational level, it shall be escalated to senior management of each party. If the dispute remains unresolved, either party may pursue its legal remedies in accordance with clause 32.

32. Governing law

- 32.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

33. Jurisdiction

- 33.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on the Effective Date.

Agreed Terms

The Parties have executed this Agreement through the signatures of their respective authorized representatives

Contracting Entity

Print Name: _____

Title: _____

Date: _____

Signature: _____

Connektivity Limited

Print Name: _____

Title: _____

Date: _____

Signature: _____

Schedule 1

Software: my**RJ** (Restorative Justice Case Management system)
 my**VCU** (Victim care Case Management System)
 my**DV** (domestic abuse & Sexual Violence Case Management System)

Effect Date: To be defined

Subscription Term: To be defined

Subscription Territory: To be defined

User Subscription: To be defined

Charges and Payment: The following charges and payments will apply

Software Licence payment:

my**RJ**

Subscription Year	Invoice Date	Amount
Yr 1 – Date		
Yr 2 – Date		
Yr 3 - date		

All prices are exclusive of VAT