

DATED **INSERT CONTRACT START DATE**

AGREEMENT FOR SOFTWARE & SUPPORT SERVICES
"MICROSOFT DYNAMICS 365"

Between

(1) **Insert Customer Name**

and

(2) **Active Informatics Limited**

Confidential Information

AGREEMENT FOR SOFTWARE SERVICES

INDEX TO CLAUSES

1	Definitions and Interpretation
2	Scope of the Software Services
3	Price and Payment
4	Use of Services
5	Delivery and Installation
6	Acceptance
7	Warranties
8	Intellectual Property
9	Liability
10	Termination
11	Confidentiality
12	Data Protection
13	Agency/Partnership
14	Amendments
15	Entire Agreement
16	Force Majeure
17	Notices
18	Severance
19	Waiver
20	Assignment
21	Third Parties
22	Law

Schedule 1 - Software License

Schedule 2 - Support Service Agreement

Schedule 3 - The Proposal

AGREEMENT FOR SOFTWARE SERVICES

THIS AGREEMENT is made on the **Insert Date**.

BETWEEN:

- (1) **Insert Customer Name** whose principal place of business is at **Insert Customer Address** ('the Customer'); and
- (2) Active Informatics Ltd whose registered office is at Network House, Basing View, Basingstoke, RG21 4HG ('the Developer')

WHEREAS

The Developer has agreed to configure software for the Customer and to provide a support service and grant a License to the Customer (together called 'the Software Services') in accordance with the terms and conditions of this Agreement and the Proposal in Schedule 3.

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement and the Schedules attached hereto:

- 1.1.1 'Acceptance Date' means the date on which the Software is accepted (or deemed to be accepted) by the Customer pursuant to clause 7;
- 1.1.2 'Annual License Fee' means the fee payable, if any, annually for use of the Software as set out in the Proposal;
- 1.1.3 'Configuration Fee' means the charge for the configuration of the Software as specified in the Proposal and as varied in accordance with this Agreement;
- 1.1.4 'Deliverables' means the media upon which the Software is delivered if any, and any user manual and training exercises relating to the Software;
- 1.1.5 'Intellectual Property Rights' means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered design and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;
- 1.1.6 'Managed Solution' means the configured and customised Microsoft Dynamics CRM Online system, hereby known as Microsoft Dynamics 365 CRM, developed by the Developer and licensed to the Customer;
- 1.1.7 'Price' means collectively:
 - (a) the Configuration Fee
 - (b) the Annual License Fee
 - (c) the Support Fee
 - (d) the Training Feewhere these are set out in the Proposal;
- 1.1.8 'Proposal' means the document provided to the Customer describing the Software Services, the Price and timetable for the provision of the Software Services (if any), a copy of which is attached hereto as Schedule 3;
- 1.1.9 'Support Service' means the support, maintenance and enhancement service given to the Customer by the Developer pursuant to the Support Service Agreement contained in Schedule 2;
- 1.1.10 'Support Service Charge' means the fee payable for the Support Service as set out in the Proposal, a copy of which is attached hereto as Schedule 3;
- 1.1.11 'the Software' means the managed solution, hereby known as 'Microsoft Dynamics 365 CRM or Power App';
- 1.1.12 'the Software License' means the license contained in Schedule 1 to this Agreement;
- 1.1.13 'Software Services' means collectively the design and development of the Software and the Deliverables, the Support Service and the Software License;
- 1.1.14 'Third Party Data' means data belonging to any Third Party Data Owner or Controller as specified in the proposal that is incorporated into the Software, and the owners or controllers of such data shall be referred to as 'the Third Party Data Owner';

AGREEMENT FOR SOFTWARE SERVICES

- 1.1.15 'Third Party License Fee' means the fee payable annually in respect of any Third Party Software or Data;
- 1.1.16 'the Training' means the training to be given to the Customer in relation to the Software as specified in the Proposal;
- 1.1.17 'the Training Fee' means the fee payable for the Training as specified in the Proposal;
- 1.1.18 'Warranty Period' means the period of two months after the Acceptance Date.
- 1.2 In this Agreement unless the context otherwise requires:
- 1.2.1 words importing any gender include every gender;
- 1.2.2 words importing the singular number include the plural number and vice versa;
- 1.2.3 words importing persons include firms, companies and corporations and vice versa;
- 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 1.2.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 1.2.6 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- 1.2.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;
- 1.2.8 the provisions of Schedules 1 and 2 and Appendices 1, 2 and 3 to this Agreement shall form part of this Agreement as if set out hereto, and in the event of any conflict or inconsistency between any of the Schedules and/or the main body of this Agreement, the following order of precedence shall apply to the extent of such conflict or inconsistency: Schedule 3, the main body of this Agreement, Schedule 2, Schedule 1.
- 2 Scope of the Software Services**
- The Developer agrees to carry out the Software Services, limited to the following:
- 2.1 following the Acceptance Date the developer will grant a non-exclusive non-transferable license to the Customer to use the Software and the Deliverables upon the terms of the Software License attached as Schedule 1 and of this agreement;
- 2.2 provide from the Acceptance Date the Support Service upon the terms of the Support Service Agreement attached as Schedule 2 and of this Agreement;
- 2.3 provide upon or after the date of delivery (in accordance with clause 6 of this Agreement) any Training as specified in the Proposal;
- all in accordance with and subject to the terms of this Agreement.
- 3 Price & Payment**
- 3.1 In consideration of the Developer granting and thereafter maintaining the Software License, providing the Support Service and providing the Training, the Customer shall pay to the Developer the Price in accordance with this Agreement.
- 3.2 The Customer shall also pay or procure the payment to the Developer of all reasonable travelling and other out-of-pocket expenses incurred in the course of providing the Software Services in accordance with the Proposal if detailed in the proposal and to the extent set out in the Proposal.
- 3.3 Payment of sums due under this Agreement will be paid by the Customer to the Developer within 30 (thirty) days of the date of an invoice from the Developer or on the due date for payment specified in the Proposal if earlier. All payments under this Agreement shall be made in the currency in which the proposal is prepared, unless otherwise agreed between the parties.
- 3.4 If any sum payable to the Developer under this Agreement is in arrears for more than 30 days after the due date, the Developer reserves the right without prejudice to any other right or remedy to:
- 3.4.1 charge interest on such overdue sum in accordance with The Late Payment of Commercial Debt (Interests) Act 1998; and/or

AGREEMENT FOR SOFTWARE SERVICES

- 3.4.2 suspend the provision of the Software Services on five working days' prior written notice.
- 3.5 All sums payable under this Agreement are subject to VAT and any other taxes, duties or levies will be paid additionally by the Customer at the prevailing rate from time to time.
- 3.6 The Developer's prices shall increase on each renewal date in line with any rise in the Retail Price Index. This figure will be determined on the date of issue of the renewal reminder which is on or around the first of the month two months prior to renewal date.

4 Use of Services

- 4.1. The Developer shall:
- 4.1.1 use all reasonable endeavours to make the Software Services available for full and uninterrupted use by the Customer 24 hours a day, 7 days a week, except for:
- (a) planned downtime (of which the Developer shall give at least 8 hours' notice); and
- (b) any unavailability caused by circumstances beyond the Developer's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving the Developer's employees), internet service or hosting provider failures or delays, or denial of service attacks, and
- 4.1.2 provide the Software Services only in accordance with applicable laws and government regulations.
- 4.2. The Customer shall:
- 4.2.1 be responsible for users' compliance with Schedule 1 of this Agreement (Software License);
- 4.2.2 be responsible for the accuracy, quality and legality of its data and of the means by which the Customer acquired such data
- 4.2.3 use reasonable endeavours to prevent unauthorised access to or use of the Software Services, and notify the Developer promptly of any such unauthorised access or use; and
- 4.2.4 use the Software Services only in accordance with the user guide (as notified by the Developer to the Customer from time to time) and applicable laws and government regulations.
- 4.3 The Customer shall not:
- 4.3.1 make the Software Services available to anyone other than users or any permitted assignees or sub-licensees;
- 4.3.2 sell, resell, rent or lease the Software Services;
- 4.3.3 use the Software Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- 4.3.4 use the Software Services to store or transmit malicious code;
- 4.3.5 interfere with or disrupt the integrity or performance of the Software Services; or
- 4.3.6 attempt to gain unauthorised access to the Software Services or their related systems or networks.
- 4.3.7 apply or authorise any scheduled Microsoft updates to MS Dynamics CRM product without prior notification to and written agreement from the Developer

The Customer shall ensure that its employees and other independent contractors co-operate reasonably with the Developer and its employees in carrying out the Software Services and shall promptly furnish the Developer with such information and documents as it may reasonably request for the proper performance of its obligations under this Agreement.

5 Delivery and Installation

- 5.1 The Developer will upload the Software to the hosting server.
- 5.2 The Developer will use all reasonable endeavours to achieve delivery by any specified or requested date but each such date shall be treated as an estimate only and time shall not be of the essence. Where payment of any part of the Price is to be made before delivery or installation of the Software the Developer may withhold delivery until such payments have been made.
- 5.3 For the purposes of this clause 6 and clause 7 below, the Software will be deemed to have been delivered 48 hours after the date of first upload of part or whole of the Software for remote viewing.

AGREEMENT FOR SOFTWARE SERVICES

5.4 Risk in the Software will pass to the Customer on delivery to the Customer.

6 Acceptance

6.1 Where acceptance tests are specified in the Proposal, acceptance of the Software will take place upon the date of successful completion of such tests.

6.2 Acceptance testing will comprise:

6.2.1 an Acceptance Test Script (which the Developer will draw up and which the Customer will approve) setting out the test process needed to demonstrate completion of the elements of the Software to the Customer's requirements;

6.2.2 a pass/fail system for each element to be used by the Customer, with a pre-agreed set of criteria against which the Software will be considered accepted.

6.3 Where no acceptance tests are specified in the Proposal, acceptance of the Software will be deemed to take place seven days after delivery of the Software to the Customer.

6.4 If the Customer uses the Software before acceptance under this clause, except for testing purposes in accordance with any acceptance tests, then the Software will be deemed to have been accepted on the date of first use.

7 Warranties

7.1 The Developer warrants that:

7.1.1 it is entitled to enter into this Agreement and that it is entitled to grant the Software License in accordance with this Agreement;

7.1.2 during the Warranty Period the Software shall perform substantially in accordance with the Proposal, minor interruptions and errors excluded;

7.1.3 the Software Services will be carried out with reasonable skill and care.

7.2 The Developer shall not be liable under clause 7.1.2 if a failure to meet the warranty set out therein is caused by:

7.2.1 software other than the Software running on the Customer's computer equipment; or

7.2.2 modifications or customisation made by or on behalf of the Customer to the Software, without the authorisation of the Developer;

7.3. If the Developer receives a written notice from the Customer identifying a breach of the warranties set out in clause 8, or otherwise becomes aware of its failure to comply with the warranties set out in clause 7, then the Developer shall, at its own expense, promptly remedy such breach or failure provided that the Developer shall have no liability or obligations under the warranties unless it shall have received written notice of the defect or error within the Warranty Period.

7.4 If a problem is found upon investigation not to be the Developer's responsibility under the provisions of this clause 7, the Developer may charge the Customer immediately for all reasonable costs and expenses incurred by the Developer in the course or in consequence of such investigation.

8 Intellectual Property

8.1 The Customer acknowledges that any and all of the Intellectual Property Rights created, developed, subsisting or used in or in connection with the Software are and shall remain the sole property of the Developer. The Customer shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership by the Developer thereof.

8.2 In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the Customer acknowledges that any Intellectual Property Rights therein shall be the property of the Developer unless otherwise agreed in writing by the Developer.

8.3 The Customer shall indemnify the Developer fully against all liabilities, costs and expenses which the Developer may incur as a result of work done in accordance with the Customers contribution to the Software involving infringement of any Intellectual property Rights.

8.4 The Customer acknowledges that any and all of the Intellectual Property Rights in the Third Party Software or Data used in or in connection with the Software are and shall remain the sole property of the Third Party Software or Data Owner and the Customer shall, upon the Acceptance Date, sign and return any licenses required for the use of the Third Party Software or Data. The Customer shall not during or any time after the

AGREEMENT FOR SOFTWARE SERVICES

completion, expiry or termination of this Agreement in any way question or dispute the ownership of the Third Party Software or Data.

9 Liability

9.1 The following provisions set out each party's entire liability (including any liability for the acts and omissions of its employees) to the other party in respect of:

9.1.1 any breach of its contractual obligations arising pursuant to this Agreement; and

9.1.2 any warranty, representation (unless fraudulent) statement or tortuous act or omission including negligence arising pursuant to this Agreement.

9.2 Any act or omission on the part of either party falling within Clause 9.1 above shall for the purposes of Clause 10 be known as an Event of Default.

9.3 Each party's liability to the other party for death or injury resulting from its own or that of its employees' negligence shall not be limited.

9.4 Each party's liability to the other party in respect of damage to the other party's tangible property following any Event of Default shall be limited to an amount equivalent to the Price payable to the Developer by the Customer for the Software Services in respect of each Event of Default.

9.5 Neither party shall be liable to the other party by reason of any Event of Default for any special or consequential damages, or damages arising from a claim made against the other party by a third party. In any event, the entire liability of each party under or in connection with this Agreement in respect of each Event of Default shall not exceed an amount equivalent to the Price payable to the Developer by the Customer for the Software Services.

9.6 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim.

9.7 Each party hereby agrees to afford the other party such time as is reasonable, following the receipt of a written notice from the non-defaulting party of such breach or negligent act, to enable the other party to take reasonable steps to remedy any Event of Default.

9.8 Nothing in this Clause 9 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

9.9 The parties hereby acknowledge and agree that the limitations contained in this clause 10 are reasonable in light of all the circumstances.

9.10 The Customer acknowledges and agrees that the allocation of risk contained in this clause 10 is reflected in the Price and is also in recognition of the fact that, inter alia, the Software and Deliverables cannot be tested in every possible combination and therefore the Developer does not warrant that the operation of the Software will be uninterrupted or error free and is not within the Developer's control how and for what purpose the Software and the Deliverables are used by the Customer.

9.11 This clause 9 shall not apply in respect of the Developer's liability under clause 10.3.

10 Termination

10.1 With effect from the Acceptance Date the Software License will be granted in accordance with Schedule 1 and the relevant provisions of this Agreement specified therein will apply.

10.2 With effect from the Acceptance Date the Support Service will be provided in accordance with Schedule 2.

10.3 Either party shall be entitled to terminate this Agreement forthwith at any time by written notice to the other party if:

10.3.1 the other party commits a breach of any of the terms of this Agreement and (if the breach is capable of remedy) fails to remedy the breach within 30 days after receipt of notice in writing to do so; or

10.3.2 the other party becomes subject to an administration order; a receiver or administrative receiver or administrator or similar is appointed over, or an encumbrance takes possession of any of the other party's property or assets; the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent, or ceases to be able to pay its debts as they fall due.

10.4 The Developer shall not be required to fulfil its duties and obligations under this Agreement and the provisions of clause 11 shall not apply if at any time the Developer is prevented from fulfilling its duties and obligations by any acts or omissions of the Customer or the Customer's employees provided always that in order to avail itself of this provision the Developer must have given written notice to the Customer of any such act or omission of the Customer within 72 hours of the occurrence of any such act or omission.

AGREEMENT FOR SOFTWARE SERVICES

- 10.5 Forthwith upon the termination of this Agreement, the Customer shall return to the Developer the Software (if supplied), the Deliverables and all related materials and documentation and any Confidential Information belonging to the Developer and all copies of the whole or any part thereof or, if requested by the Developer, shall destroy the same and certify in writing to the Developer that it has been destroyed.
- 10.6 Forthwith upon the termination of this Agreement, the Developer shall return to the customer any Confidential Information belonging to the Customer used by the Developer in the course of providing the Software Services or, if requested by the Customer, shall destroy the same and certify in writing to the Customer that it has been destroyed.
- 10.7 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.8 Upon termination of this Agreement for whatever cause, the Developer will be paid all money due to the Developer after taking into account amounts previously paid together with:
- 10.8.1 the total value of the Software Services completed up to the date of termination; and
- 10.8.2 the cost of materials and goods ordered for the Software Services for which the Developer has paid or is legally bound to pay.

- 10.9 Termination of this agreement will not affect any rights of the parties accrued to them up to the date of termination.

11 Confidentiality

- 11.1 Subject to clause 10.6, both during this Agreement and after its termination, the parties shall treat as confidential (and shall procure that its personnel and each of them treat as confidential) and shall not (and shall procure that their personnel and each of them does not) other than in the proper provision of the Software Services, use or disclose to any person, firm or company, any information relating to the business of the other party or its clients, suppliers or customers ("Confidential Information"), nor permit its use or disclosure. In particular, both parties shall maintain any source code provided by the other party under maximum security conditions.
- 11.2 The provisions of clause 11.1 shall not apply where Confidential Information is divulged to:
- 11.2.1 either parties' own employees and then only to those employees who need to know the same;
- 11.2.2 either parties' auditors, HM Inspector of Taxes, HM Revenue and Customs, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of the other party and then only in pursuance of such right, duty or obligation.
- 11.3 Both parties undertake to ensure that persons and bodies referred to in clause 11.2 are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other party.
- 11.4 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- 11.5 The provisions of this clause shall survive the termination of this Agreement but the restrictions contained in clause 11.1 shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure.
- 11.6 Nothing in this clause 11 shall prevent the Developer from exploiting any inventions or software that it develops during the term of this Agreement.

12 Data Protection

The parties hereby undertake to comply with the provisions of Data Protection Legislation (hereby defined as the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the General Data Protection Regulation (GDPR) 2018) and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

The Customer hereby acknowledges that the Developer may, from time to time, take aggregate anonymised statistics from the customer's data for the purpose of creating cross-customer, high level trend and software analysis, which the Developer may publish at its election, so long as the Customer is credited in such publication as being the only or one of many contributors.

13 Agency/Partnership

AGREEMENT FOR SOFTWARE SERVICES

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

14 Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.

15 Entire agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

16 Force Majeure

The Developer shall be under no liability to the Customer in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of the Developer which shall include (but shall not be limited to) acts of God, fire, flood, explosion, sabotage, accident, riot, civil commotion or civil authority, including acts of local government and parliamentary authority; inability to supply the software, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

17 Notices

All notices to be given under this Agreement will be in writing and will be sent to the address of the recipient shown on the front page of this Agreement or any other address the recipient may designate by notice given in accordance with this clause. Notices may be delivered personally, by first class pre-paid letter or facsimile transmission. Notices will be deemed to have been received:

- 17.1 by hand delivery – at the time of delivery;
- 17.2 by first class post – 48 hours after the date of mailing;
- 17.3 by facsimile – immediately on transmission, providing a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next business day.

18 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

19 Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

20 Assignment

- 20.1 Subject to clause 20.2 below, neither this Agreement nor any right, licenses or obligations under it may be assigned by the Customer without the prior written approval of the Developer.
- 20.2 Notwithstanding the foregoing, either Party may assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a Party to this Agreement. Any attempt at assignment and violation of this clause will be void and without effect.

21 Third parties

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

AGREEMENT FOR SOFTWARE SERVICES

22 Law

This Agreement shall be governed by and construed in accordance with the Law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED as a DEED for and on behalf of the Developer	.....
Print Name	Christian Bowman
In the presence of (name & address of witness)	..... ..... ..... .....
SIGNED as a DEED for and on behalf of the Customer	.....
Print Name	.....
In the presence of (name & address of witness)	..... ..... ..... .....

AGREEMENT FOR SOFTWARE SERVICES

SCHEDULE 1 : SOFTWARE LICENSE

1 Grant of License and Duration

- 1.1 Subject to the terms of this Agreement and the Customer having signed and returned any Third Party License required, and in consideration of the payment to the Developer by the Customer of the Annual License Fee the Developer hereby grants to the Customer a non-exclusive and non-transferable license ('the Software License') upon and effective from the Acceptance Date for the duration specified herein to use (and here use shall include use via a web hosting service) the Software in the United Kingdom.
- 1.2 The Developer's obligation to grant the License is dependent on the continued existence of the Support Service Agreement contained in Schedule 2 and if the Support Service Agreement is terminated for any reason the License to use the Software shall be revoked immediately and the Managed Solution will be removed from the base Microsoft Dynamics CRM platform.
- 1.3 Signature of this Agreement confirms the Customer's acceptance of the terms and conditions of the latest Microsoft Cloud Agreement. This may be viewed at any time at <https://docs.microsoft.com/en-us/partner-center/agreements>.

2 Price

- 2.1 The Software License is subject to payment of the Annual License Fee.
- 2.2 The Customer will pay to the Developer the Annual License Fee in accordance with Clause 3 of the Agreement at the times specified in the Proposal or otherwise invoiced by the Developer from time to time.
- 2.3 The Customer will pay to the Developer any Third Party License Fee at the times specified in the Proposal.

3 Permitted use of the Software

- 3.1 The Software is the copyright © 2016 of the Developer. Commercial reproduction, distribution or transmission of any part or parts of the Software by any means whatsoever without the prior written permission of the Developer is prohibited.
- 3.2 The Developer provides the Software subject to these terms and conditions.
- 3.3 By using the Site, the Customer signifies its agreement to all terms, conditions, and notices contained or referenced herein. If the Customer does not agree it must not use the Software. The Developer reserves the right, at its discretion, to update or revise this Software License.
- 3.4 While using the Software, no user is to: post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Software in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Software or the Internet; post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component. The Customer warrants to the Developer that it will use its best endeavours and all powers available to it to enforce this clause.
- 3.5 If there are links from the Software to third party websites not under the control of the Developer, the Developer provides these links for all users' convenience only and is not responsible for the content of the linked website. A link from the Software does not imply the Developer's endorsement of any statements, opinions or content on the linked site.
- 3.6 The Customer agrees to defend, indemnify and hold the Developer and its affiliate and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any violation of this Agreement by any user of any account, or in connection with the use of the Site or the placement or transmission of any message, information, software or other materials on the Site or on the Internet by any user of any account.
- 3.7 The Developer has no obligation to monitor the data which users load into the Site. Nevertheless the Customer agrees that the Developer does have the right to monitor the Software electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Site, or to protect itself. The Developer reserves the right to refuse to post or to remove any data in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

AGREEMENT FOR SOFTWARE SERVICES

- 3.8 When a user contributes a file or data to the storage areas the Customer confirms that the file or data is not copyright and is not based upon copyright work. This clause does not apply to files or data based on work copyright of the Developer.
- 3.9 The Software and its contents are provided "as is" and without any representation, term, condition or warranty of any kind, either express or implied (and whether implied by law, custom or otherwise) in respect of the Software and/or its contents. The Developer disclaims all representations, terms, conditions and warranties including, but not limited to, as to satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement of intellectual property rights to the fullest extent permitted by applicable law.
- 3.10 In addition, the Developer excludes any representation or warranty that the information and/or facilities accessible via the site are accurate, complete or current, or that the Software will be free of defects including, but not limited to, viruses or other harmful elements. The Customer and the users of the Software each assumes all costs and risks arising as a result of its use of the Software.
- 3.11 To the fullest extent permitted by applicable law, neither the Developer nor any of its directors, employees, affiliates or other representatives will be liable for any loss or damage arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through the Software including, but not limited to, indirect or consequential loss or damage, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if the Developer has been advised of the possibility of such loss or damages and/or such loss or damage were reasonably foreseeable.
- 3.12 In no event will the Developer's total liability to any user for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the Price Payable by the Customer to the Developer for the Software Services. The above exclusions and limitations of liability shall not apply in respect of liability in negligence for death or personal injury.

4 Undertakings

- 4.1 The Customer undertakes to:
- 4.1.1 ensure that, prior to use of the Software by its employees or agents, all such parties are notified of this License and the terms of this Agreement;
 - 4.1.2 reproduce and include the Developer's copyright notice (or such other party's copyright notice as specified on the Software) on all and any outputs from the software whether electronic, hard copy or otherwise;
 - 4.1.3 hold any drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software, as Confidential Information as governed by clause 11 of this Agreement;
 - 4.1.4 effect and maintain adequate security measures to safeguard the Software from unauthorised access use or copying.

5 Incorporation of Provisions

The provisions set out in the Agreement with regard to:

- 1 Definitions and Interpretation
- 2 Scope of the Software Services
- 3 Price and Payment
- 4 Use of Services
- 5 Delivery and Installation
- 6 Acceptance
- 7 Warranties
- 8 Intellectual Property
- 9 Liability
- 10 Termination
- 11 Confidentiality
- 12 Data Protection
- 13 Agency/Partnership
- 14 Amendments
- 15 Entire Agreement
- 16 Force Majeure
- 17 Notices
- 18 Severance
- 19 Waiver
- 20 Assignment
- 21 Third Parties

AGREEMENT FOR SOFTWARE SERVICES

22 Law

shall have effect for the purposes of this Software License as if incorporated herein.

SIGNED as a DEED for and on behalf of the Developer	.....
Print Name	Christian Bowman
In the presence of (name & address of witness)	..... ..... ..... .....
SIGNED as a DEED for and on behalf of the Customer	.....
Print Name	.....
In the presence of (name & address of witness)	..... ..... ..... .....

AGREEMENT FOR SOFTWARE SERVICES

SCHEDULE 2 : SUPPORT SERVICE AGREEMENT

1 Duration

- 1.1 The Support Service Agreement is for an initial term of [36] months ("the Initial Support Service Period") commencing on the Insert Date and will continue thereafter for successive periods of 12 months until terminated by either party giving to the other not less than 90 days prior written notice, such notice to expire only at the end of the Initial Support Service Period.
- 1.2 Each subsequent Support Service Period will be of 12 months duration and will continue thereafter for successive periods of 12 months until terminated by either party giving to the other not less than 90 days written notice, such notice to expire only at the end of any such Support Service Period.
- 1.3 The Developer's obligation to provide the Support Service is dependent on the continued existence of the License contained in Schedule 1 to use the Software and if the License is terminated for any reason the Developer's obligation to provide the Support Service will cease automatically on the occurrence of such event.

2 Price

- 2.1 The Support Service is subject to the payment of the Support Service Charge which may be varied by written agreement between the parties from time to time.
- 2.2 The Customer will pay to the Developer the Support Service Charge set out in the Proposal in accordance with Clause 3 of this Agreement
- 2.3 The Developer will have the right to increase the Support Service Charge for any annual period following the Initial Support Service Period by giving not less than one month prior written notice of such variation.

3 Support Service

- 3.1 The Support Service shall comprise:
- 3.1.1 advice to the Customer by email or by remote access to the Software on the hosting server at the Developer's sole discretion on the use of the Software to be given between the hours of 9.00 a.m. and 5.30 p.m. on Monday to Friday only (excluding statutory and bank holidays);
 - 3.1.2 upon request by the Customer the remote diagnosis of faults by the issue of fixes in respect of the Software;
 - 3.1.3 the creation and upload to the Software on the hosted server from time to time at the Developer's sole discretion of fixes in respect of the Software; or
 - 3.1.4 the creation and upload to the Software on the hosted server from time to time at the Developer's sole discretion of enhancements of the Software;
 - 3.1.5 the processing, integration and application to the Software on the hosted ('Microsoft Online') server of updated versions of Third Party Software, where the Third Party offers enhanced versions of its software or data, and to the extent set out in the Proposal;
 - 3.1.6 the right of the Customer to attend user groups and webinars as notified by the Developer to the Customer from time to time
 - 3.1.7 customer account management
- 3.2 The Developer's provision of the Support Service is subject to the Customer's compliance with clauses 4.2 to 4.3 of this Agreement.
- 3.3 The Customer shall supply in writing to the Developer a detailed description of any fault requiring the Support Service and the circumstances in which it arose as soon as reasonably practicable after becoming aware of the same
- 3.4 The Support Service shall not include the processing and upload of updates to the Software to any on-premise client managed version of the Third Party Software
- 3.5 The Support Service shall not include the diagnosis and rectification of any fault resulting from:
- 3.4.1 the improper use operation or neglect of either the Software or the equipment on which it is loaded;
 - 3.4.2 the modification of the Software or its merger (in whole or in part) with any other software or the modification or correction of or inaccuracies in any data provided by the Customer;
 - 3.4.3 the use of the Software on equipment other than on the equipment for which it was designed;

AGREEMENT FOR SOFTWARE SERVICES

- 3.4.4 any breach by the Customer of any of its obligations under any maintenance agreement in respect of the Customer's own computer equipment;
 - 3.4.5 the use of the Software for a purpose for which it was not designed;
 - 3.4.6 the failure of the Customer's own computer equipment operating system, any third party's software or consequences of installing third party's software on the Customer's own computer equipment.
 - 3.5.7 the failure of any third party APIs utilised within the Software, other than to report the issue to the appropriate owner of the third party API
- 3.6 The Developer shall upon request by the Customer provide the Support Service notwithstanding that the fault results from any of the circumstances described in clause 3.5. The Developer shall in such circumstances be entitled to levy additional charges which will be agreed with the Customer prior to undertaking such additional services.
- 3.7 Without prejudice to clause 3.6 the Developer shall be entitled to levy reasonable additional charges if the Support Service is provided in circumstances where any reasonably skilled and competent operator would have judged the Customer's request to have been unnecessary.

4 Incorporation of Provisions

The provisions set out in the Agreement with regard to:

- 1 Definitions and Interpretation
- 2 Scope of the Software Services
- 3 Price and Payment
- 4 Use of Services
- 5 Delivery and Installation
- 6 Acceptance
- 7 Warranties
- 8 Intellectual Property
- 9 Liability
- 10 Termination
- 11 Confidentiality
- 12 Data Protection
- 13 Agency/Partnership
- 14 Amendments
- 15 Entire Agreement
- 16 Force Majeure
- 17 Notices
- 18 Severance
- 19 Waiver
- 20 Assignment
- 21 Third Parties
- 22 Law

shall have effect for the purposes of this Support Service Agreement as if incorporated herein.

AGREEMENT FOR SOFTWARE SERVICES

SIGNED as a DEED for and on behalf of the Developer	.....
Print Name	Christian Bowman
In the presence of (name & address of witness)	..... ..... ..... .....
SIGNED as a DEED for and on behalf of the Customer	.....
Print Name	.....
In the presence of (name & address of witness)	..... ..... ..... .....

AGREEMENT FOR SOFTWARE SERVICES

SCHEDULE 3 : THE PROPOSAL

INSERT PROPOSAL