

UK SOFTWARE LIMITED

SOFTWARE AS A SERVICE ("SAAS") SUBSCRIPTION AGREEMENT

Background:

- (1) The Licensor (as defined below) has developed software applications and platforms which it makes available to users on a subscription basis.
- (2) The Licensor has agreed to provide and the Licensee (as defined below) has agreed to take and pay for the Licensor's service subject to the terms and conditions of this Agreement.

Licensor: Licensor Registered Company Number: Licensor Registered Office: Licensor email address:	UK Software Limited Incorporated in England and Wales with registered number 2856735 Kent Innovation Centre, Millennium Way, Broadstairs, Kent, CT10 2QQ customerservices@uksoftware.ltd.uk
Term:	Minimum Term: The duration of this Agreement shall be the term specified in the applicable G-Cloud Call-Off Contract. No separate minimum term applies. This Agreement shall continue for the duration of the applicable G-Cloud Call-Off Contract unless terminated earlier in accordance with its terms.
Notice Period:	Termination rights and notice periods shall be governed by the applicable G-Cloud Call-Off Contract. Where this Agreement conflicts with the Call-Off Contract, the Call-Off Contract shall prevail.
How to terminate your Agreement:	The Licensee may terminate this Agreement in accordance with the Call-off Contract by writing to the Licensor at the Kent Innovation Centre, Millenium Way, Broadstairs, Kent, CT10 2QQ or by e-mail to sales@uksoftware.ltd.uk . Upon termination, the Licensee may request a data export in accordance with the Pricing Document. Following completion of the agreed data extraction period, the Licensor will securely delete remaining customer data in accordance with its data retention policy. The Licensor may terminate this agreement with 3 months notice at any time if any terms of this Agreement are breached.
Maximum number of Users:	Silver package includes 10 concurrent users. Gold Package includes 50 concurrent users.
Initial Fee:	One-off charge of £6950 for the silver package, and £9950 for the gold package. 50% payable within 14 days of the Call-Off Contract commencement date. Remaining 50% due on delivery of the sandbox environment. The Initial Fee covers implementation and configuration services and is non-refundable once those services have been delivered.
Sandbox Environment:	The Licensor will aim to deliver the system within eight (8) weeks of the contract being completed. The Licensee will

	be provided with access to a sandbox environment for a period of three (3) months for testing purposes. One third (1/3) of the subscription fee will be payable after the initial three-month sandbox period, prior to the system going live.
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Payment Terms:	The first payment of the Subscription Fees is due once the transfer to the hosted environment and data migration is complete and upon buyer acceptance. Payment is due in advance on a monthly basis. Payment methods shall be agreed with the Licensee and may include invoicing in accordance with public sector payment processes. Clause 9 of the Terms and Conditions shall apply.
Additional User Subscription Fees:	Additional concurrent user licences can be purchased for £25.00 GBP ex VAT monthly for the Silver package and £20.00 GBP ex VAT monthly for the Gold package, per User.
Maintenance Services:	As Specified in Schedule 2.
Import of data:	Please contact us at customerservices@uksoftware.ltd.uk if you need to import any data onto the platform. A data import fee of £950 is charged per day of development work. These Services must be agreed in advance and in writing with the Licensor.
Export of data:	If the Licensee wants to extract data from the platform on termination of this Agreement, an additional extraction fee will apply of £495 + VAT.
Disk Storage Space:	The Licensee is permitted to 250GB of disk storage space for the Silver package, and 500GB for the Gold package on the platform. Additionally, 250GB of digital record storage for the Silver package, and 1TB of digital record storage for the Gold package is provided.
Consequences for late payment:	As set out in clause 9.3 of the Terms and Conditions.

This Agreement ("**Agreement**") consists of these front pages ("**Cover Sheet**"), the attached Terms and Conditions ("**Terms and Conditions**") and any schedules ("**Schedules**") thereto.

TERMS AND CONDITIONS

1. Interpretation

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

1 Additional User Subscriptions: any additional User Subscriptions, if any, as set out in the Cover Sheet or which are otherwise agreed between the Parties in writing, purchased by the Licensee pursuant to 3.1, which shall comprise Users.

Applicable Data Protection Laws:

- i) To the extent the UK data protection legislation applies, all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (“**DPA 2018**”) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
 - ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Licensor is subject, which relates to the protection of personal data.
- 2 Applicable Laws:** all applicable laws, statutes, regulations from time to time in force which relate to the business of the applicable Party.
- 3 Users:** those employees, agents and independent contractors of the Licensee who use the Services.
- 4 Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 5 Commissioner:** the Information Commissioner (see section 114, DPA 2018).
- 6 Confidential Information:** all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its “**Representatives**”) to the other Party and that Party’s Representatives in connection with this Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.
- 7 Effective Date:** the date of this Agreement, being the date it is signed by the last of the Parties.
EU GDPR: the General Data Protection Regulation ((EU) 2016/679).
- 8 Fees:** the Initial Fee and Subscription Fee and any other fee agreed in writing between the Parties and due under this Agreement.
- 9 Initial Fee:** the initial set-up fee due for the Services, as set out in the Cover Sheet.
- 10 Licensee:** the Licensee of the Services as detailed in the Cover Sheet.
- 11 Licensor:** the Licensor of the Services as detailed in the Cover Sheet.
- 12 Licensee Data:** the data inputted by the Licensee, Users, or the Licensor on the Licensee’s behalf for the purpose of using the Services or facilitating the Licensee’s use of the Services.
- 13 Licensee Personal Data:** any Licensee Data which comprises personal data.
- 14 Minimum Term:** where Services are provided under a G-Cloud Call-Off Contract, Minimum Term shall mean the term stated in that Call-Off Contract. No separate minimum term applies under this Agreement.
- 15 Maintenance Services:** the Services set out in the Cover Sheet and included in the Services, as may be amended from time to time by the Licensor.
- 16 Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.
- 17 Parties:** the Licensor and Licensee, and each a “**Party**”.
- 18 Purpose:** the purposes for which the Licensee Personal Data is processed, as set out in the Data Processing Table (as defined in clause 5.3).

Retail Price Index: the Retail Prices Index (all items, excluding mortgages), or replacement index, as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree (such agreement not to be unreasonably withheld or delayed), acting reasonably, most closely resembles such index.

- 19 **Services:** the subscription services for the Software provided by the Licensor to the Licensee under this Agreement via, including the Maintenance Services.
 - 20 **Software:** the online software applications known as “TranSearch” provided by the Licensor as part of the Services.
 - 21 **Subscription Fees:** the subscription fees payable by the Licensee to the Licensor for the User Subscriptions, (including any Additional User Subscriptions), as set out in the Cover Sheet.
 - 22 **Subscription Term:** the term of the Services as set out in the applicable G-Cloud Call-Off Contract.
 - 23 **Support Services Policy:** the Licensor's policy for providing support in relation to the Services as made available within our G-Cloud 15 Service Definition Document.
- Third Party:** any person or organisation other than the Licensor or Licensee.
- 24 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
 - 25 **User Subscriptions:** the maximum number of user subscriptions set out in the Cover Sheet or as otherwise agreed between the Parties in writing, including any Additional User Subscriptions, purchased by the Licensee pursuant to 3.1 which entitle Users to access and use the Services in accordance with this Agreement.
 - 26 **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.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
 - 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 1.7 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.
 - 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
 - 1.9 A reference to **writing** or **written** includes email.
 - 1.10 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.
 - 1.11 If there is a conflict or inconsistency between any of the provisions in the main body of this Agreement, the Cover Sheet and the Schedules, the provisions in the Cover Sheet shall prevail to the extent of such conflict or inconsistency, followed by the Terms and Conditions and then, the Schedules.

2. User Subscriptions

- 2.1 Subject to the Licensee purchasing the User Subscriptions, the restrictions set out in this 2 and the other terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Users to use the Services during the Subscription Term solely for the Licensee's internal business operations.
- 2.2 The Licensee shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property,
- and the Licensor reserves the right, without liability or prejudice to its other rights to the Licensee, to disable the Licensee's access to any material that breaches the provisions of this clause.
- 2.3 The Licensee 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 (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 Services; or
 - (iii) offer or disseminate copyrighted content without authorisation; or
 - (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
 - (c) use the Services to provide services to third parties; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Users; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this 2; or
 - (f) introduce or permit the introduction of, any Virus into the Services or the Licensor's network and information systems.
- 2.4 The Licensee shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Licensor.
- 2.5 The rights provided under this 2 are granted to the Licensee only, and shall not be considered granted to any subsidiary or holding company of the Licensee.

3. Additional User Subscriptions

- 3.1 Subject to 3.2, the Licensee may, from time to time during any Subscription Term, purchase Additional User Subscriptions in excess of the number of User Subscriptions agreed between the Parties in writing. The Licensor shall grant access to the Services to any such Additional Users purchased by the Licensee in accordance with the provisions of this Agreement.
- 3.2 If the Licensee wishes to purchase Additional User Subscriptions, the Licensee shall notify the Licensor in writing. The Licensor shall evaluate such request for Additional User Subscriptions and respond to the Licensee with approval or rejection of the request. Where the Licensor approves the request, the Licensor shall activate the Additional User Subscriptions within 10 (ten) Business Days of its approval of the Licensee's request.
- 3.3 If the Licensor approves the Licensee's request to purchase Additional User Subscriptions, the Licensee shall, within 30 (thirty) days of the date of the Licensor's invoice, pay to the Licensor the relevant fees for such Additional User Subscriptions as set out in the Cover Sheet or otherwise agreed between the Parties in writing.

4. Services

- 4.1 Subject to payment of the Fees, the Licensor shall, during the Subscription Term, provide the Services to the Licensee on and subject to the terms of this Agreement.
- 4.2 The Licensor shall use commercially reasonable endeavours to make the Services available 24 (twenty-four) hours a day, 7 (seven) days a week, except for:
- (a) planned maintenance. The Licensor shall provide the Licensee with reasonable advance notice wherever possible and shall use its reasonable efforts to minimise the duration of any such downtime; and
 - (b) unscheduled maintenance.

The Licensor shall have no liability whatsoever in relation to this clause 4.2.

- 4.3 The Licensor will, as part of the Services and at no additional cost to the Licensee, provide the Licensee with the Licensor's standard Maintenance Support during Normal Business Hours in accordance with the Licensor's Support Services Policy in effect at the time that the Services are provided. The Licensor may amend its Maintenance Services and/or Support Services Policy in its sole and absolute discretion from time to time.

5. Data Protection

- 5.1 For the purposes of this clause 5, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the Applicable Data Protection Laws.
- 5.2 Both Parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 5 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Laws.
- 5.3 The Parties have determined that, for the purposes of Applicable Data Protection Laws, the Licensor shall process the personal data set out in the applicable data processing table attached to this Agreement ("**Data Processing Table**"), as a processor on behalf of the Licensee.
- 5.4 Without prejudice to the generality of clause 5.2 the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Licensee Personal Data to the Licensor for the duration and purposes of this Agreement.
- 5.5 In relation to the Licensee Personal Data, the applicable Data Processing Table sets out the scope, nature and purpose of processing by the Licensor, the duration of the processing and the types of personal data and categories of data subject.
- 5.6 Without prejudice to the generality of clause 5.2, the Licensor shall, in relation to Licensee Personal Data:
- (a) process that Licensee Personal Data only on the documented instructions of the Licensee, which shall be to process that Licensee Personal Data for the purposes set

out in the Data Processing Table, unless the Licensor is required by Applicable Laws to otherwise process that Licensee Personal Data. Where the Licensor is relying on Applicable Laws as the basis for processing Licensee Personal Data, the Licensor shall notify the Licensee of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Licensor from so notifying the Licensee on important grounds of public interest. The Licensor shall inform the Licensee if, in the opinion of the Licensor, the instructions of the Licensee infringe Applicable Data Protection Laws;

- (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Licensee Personal Data and against accidental loss or destruction of, or damage to, Licensee Personal Data, which the Licensee has reviewed and confirms are 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
- (c) cost of implementing any measures;
- (d) ensure that any personnel engaged and authorised by the Licensor to process Licensee Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (e) assist the Licensee insofar as this is possible (taking into account the nature of the processing and the information available to the Licensor), and at the Licensee's cost and written request, in responding to any request from a data subject and in ensuring the Licensee's compliance
- (f) with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Licensee without undue delay on becoming aware of a personal data breach involving the Licensee Personal Data;
- (h) at the written direction of the Licensee, delete or return Licensee Personal Data and copies thereof to the Licensee on termination of the Agreement unless the Licensor is required by Applicable Law to continue to process that Licensee Personal Data. For the purposes of this clause 5.6(h), Licensee Personal Data shall be considered deleted where it is put beyond further use by the Licensor; and
- (i) maintain records to demonstrate its compliance with this clause 5 and allow for reasonable audits by the Licensee or the Licensee's designated auditor, for this purpose, on reasonable written notice.

5.7 The Licensee hereby provides its prior, general authorisation for the Licensor to:

- (a) appoint processors to process the Licensee Personal Data, provided that the Licensor:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Licensor in this clause 5;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Licensor; and
 - (iii) shall inform the Licensee of any intended changes concerning the addition or replacement of the processors, thereby giving the Licensee the opportunity to object to such changes provided that if the Licensee objects to the changes and cannot demonstrate, to the Licensor's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Licensee shall indemnify the Licensor for any losses, damages, costs (including legal fees) and expenses suffered by the Licensor in accommodating the objection;

- (b) The Licensor shall not transfer Licensee Personal Data outside the UK unless expressly agreed in writing in the applicable Call-Off Contract, provided that the Licensor shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Licensee shall promptly comply with any reasonable request of the Licensor, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK data protection legislation applies to the transfer).

6. Third party providers

- 6.1 The Licensee acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Licensor makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, and not the Licensor. The Licensor recommends that the Licensee refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Licensor does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 6.2 Notwithstanding clause 6.1, to enable provision of the Services, the Licensor shall procure hosting services from a Third Party which it may in its discretion change from time to time.

7. Licensor's obligations

- 7.1 The Licensor shall perform the Services substantially in accordance with the terms of this Agreement and with reasonable skill and care.
- 7.2 The Licensor's obligations at 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Licensor's instructions, or modification or alteration of the Services by any party other than the Licensor or the Licensor's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, the Licensor will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in 7.1.
- 7.3 Notwithstanding clause 4, the Licensor:
 - (a) does not warrant that:
 - (i) the Licensee's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, and/or the information obtained by the Licensee through the Services will meet the Licensee's requirements; or
 - (iii) the Software or the Services will be free from Viruses;
 - (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 Licensee acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - (c) does not assume any liability for third party content and applications, nor damage resulting from the installation and use of third party materials.
- 7.4 This Agreement shall not prevent the Licensor 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.

- 7.5 The Licensor shall maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.6 The Licensor shall follow its archiving procedures for Licensee Data as set out in its back-up policy (a copy of which is included in Schedule 3, and which may be updated from time to time by the Licensor). In the event of any loss or damage to Licensee Data, the Licensee's sole and exclusive remedy against the Licensor shall be for the Licensor to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by the Licensor in accordance with the archiving procedure described in its back-up policy. The Licensor shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party (except those third parties sub-contracted by the Licensor to perform services related to Licensee Data maintenance and back-up) for which it shall remain fully liable. The Licensor may charge the Licensee an additional fee at its then current rates for any back-up of data that exceeds the Disk Storage Space.
- 7.7 The Licensor may from time to time as required, collect, analyse and use data related to the "use" of the Services on an aggregated anonymised basis (including, for example, size of database, number of log-ins, duration of log-ins and number of processes/queries run).

8. Licensee's obligations

- 8.1 The Licensee shall:
- (a) provide the Licensor and its Third Parties with:
 - (i) all necessary co-operation in relation to this Agreement and follow all instructions provided in relation to the Services; and
 - (ii) all necessary access to such systems and information including but not limited to Licensee Data, security access information and configuration services,as may be required by the Licensor in order to provide the Services;
 - (b) without affecting its other obligations under this Agreement, comply with all applicable laws, regulations and codes of practice, including industry standards, with respect to its activities under this Agreement;
 - (c) carry out all other Licensee responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the Parties, the Licensor may adjust any agreed timetable or access to the Services, as reasonably necessary;
 - (d) be solely responsible for all Users and shall ensure that the Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
 - (e) obtain, maintain and comply with all necessary licences, consents, and permissions necessary for the Licensor, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - (f) use the Services only as permitted in accordance with the terms of this Agreement and secure all servers and systems which connect to or receive the Services against unauthorised use;
 - (g) the Licensee acknowledges that all back-up shall be the sole responsibility of the Licensee unless otherwise expressly agreed to by the Licensor in writing;
 - (h) ensure that its network and systems comply with the relevant specifications provided by the Licensor from time to time; and
 - (i) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Licensor's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's network connections or telecommunications links or caused by the internet.

- 8.2 The Licensee shall own all right, title and interest in and to all of the Licensee Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Licensee Data.
- 8.3 The Licensee shall immediately notify the Licensor if it believes or has reason to suspect that a third party is using the Services without authorisation.
- 8.4 Where the Licensor acts as a reseller for Third Party software, it may be subject to rights of audit by such Third Party. The Licensee acknowledges and agrees that the Licensor may regularly run a series of scripts on the Licensee's server(s) to determine what software is held on the server, how many Users have access to each piece of software and assess any Additional User Subscription Fees that may be payable and shall provide reasonable and prompt assistance in relation to any information or audits requested by such third party software suppliers.
- 8.5 With regard to any third-party licenses for software programs that the Licensor uses for its cloud platform, the Licensee acknowledges that the trademarks and other intellectual property rights belong to the relevant Third Parties.

9. Charges and payment

Where Services are supplied under a G-Cloud Call-Off Contract, Fees shall be as set out in the published Pricing Document and shall not increase during the Call-Off term. For G-Cloud Call-Off Contracts, clauses 9.6–9.10 do not apply.

- 9.1 The Licensee shall pay the Fees by an agreed payment method, which may include invoicing in accordance with public sector payment processes.
- 9.2 The Licensor shall require payment from the Licensee:
- (a) With 50% due on contract completion, and 50% due on delivery of the sandbox environment.;
 - (b) monthly in respect of all other Fees,
- 9.3. If the Licensor has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Licensor:
- 9.3.1. the Licensor may, on no less than thirty (30) Business Days' notice to the Licensee and without liability to the Licensee, disable the Licensee's password, account and access to all or part of the Services and the Licensor shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 9.3.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% (four percent) over the Bank of England's from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment;
 - 9.3.3. In the event of suspension or termination for non-payment, the Licensor will retain Licensee Data for a limited period to allow export in accordance with the Pricing Document and then securely delete it in line with its retention policy.
- 9.4. All amounts and fees stated or referred to in this Agreement:
- 9.4.1. shall be payable in British pounds sterling;
 - 9.4.2. are, subject to 13.2, non-cancellable and non-refundable;
 - 9.4.3. save as otherwise stated, are exclusive of value added tax, which shall be added to the Licensor's invoice(s) at the appropriate rate.
- 9.5. If, at any time whilst using the Services, the Licensee exceeds the Disk Storage Space specified in the Cover Sheet, additional storage is available only where set out in the Pricing Document and will be charged at the rates in the Pricing Document. Where additional storage is not listed in the Pricing Document, it is not available under the G-Cloud Call-Off Contract.
- 9.6. For Services provided under a G-Cloud Call-Off Contract, Fees shall remain fixed for the duration of the Call-Off Contract in accordance with the Pricing Document.

9.7. For G-Cloud Call-Off Contracts, any suspension or termination for non-payment shall only be exercised in accordance with the Call-Off Contract and applicable public sector payment regulations.

10. Proprietary rights

10.3. The Licensee acknowledges and agrees that the Licensor and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant the Licensee any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

10.4. The Licensor confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. Confidentiality

11.3. Each Party agrees and undertakes that it will treat all Confidential Information disclosed to it by the other Party in connection with the Services as strictly confidential and shall use it solely for the purpose intended by the Services and shall not, without the prior consent of the other Party, publish or otherwise disclose to any third party any such Confidential Information except for the purposes intended by this Agreement, including the provision of the Services.

11.4. To the extent necessary to provide the Services, each Party may disclose Confidential Information to its Representatives, in each case under the same conditions of confidentiality as set out in clause 11.1.

11.5. The obligations of confidentiality set out in this clause 11 shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of this Agreement; (ii) was in the possession of the receiving Party prior to the date of receipt from the disclosing Party or was rightfully acquired by the receiving Party from sources other than the disclosing Party; (iii) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction over it wherever situated; or (iv) was independently developed by the receiving Party without use of or reference to the Confidential Information.

12. Indemnity

12.3. The Licensee shall defend, indemnify and hold harmless the Licensor against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Licensee's use of the Services. The Licensor shall:

12.3.1. give the Licensee prompt notice of any such claim;

12.3.2. provide reasonable co-operation to the Licensee in the defence and settlement of such claim, at the Licensee's expense; and

12.3.3. give the Licensee sole authority to defend or settle the claim.

12.4. The Licensor shall defend the Licensee, its officers, directors and employees against any claim that the Licensee's use of the Services in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Licensee for any amounts awarded against the Licensee in judgment or settlement of such claims, provided that:

12.4.1. the Licensor is given prompt notice of any such claim;

12.4.2. the Licensee does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Licensor in the defence and settlement of such claim, at the Licensor's expense; and

12.4.3. the Licensor is given sole authority to defend or settle the claim.

- 12.5. In the defence or settlement of any claim, the Licensor may, at the Licensor's sole option, procure the right for the Licensee to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 (five) Business Days' notice to the Licensee without any additional liability or obligation to pay liquidated damages or other additional costs to the Licensee.
- 12.6. In no event shall the Licensor, its employees, agents and sub-contractors be liable to the Licensee to the extent that the alleged infringement is based on:
- 12.6.1. a modification of the Services by anyone other than the Licensor; or
 - 12.6.2. the Licensee's use of the Services in a manner contrary to the instructions given to the Licensee by the Licensor; or
 - 12.6.3. the Licensee's use of the Services after notice of the alleged or actual infringement from the Licensor or any appropriate authority; or
 - 12.6.4. the Licensee's breach of this Agreement.
- 12.7. The foregoing and 13.3(b) state the Licensee's sole and exclusive rights and remedies, and the Licensor's (including the Licensor's employees, agents and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 13. Limitation of Liability**
- 13.3. Except as expressly and specifically provided in this Agreement:
- 13.3.1. the Licensee assumes sole responsibility for results obtained from the use of the Services by the Licensee, and for conclusions drawn from such use. The Licensor shall have no liability for any damage caused by errors or omissions in any Licensee Data, information, instructions or scripts provided to the Licensor by the Licensee in connection with the Services, or any actions taken by the Licensor at the Licensee's direction;
 - 13.3.2. the Services are provided to the Licensee on an "as is" basis and use of the Services is at the Licensee's own risk. The Licensee does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice.
- 13.4. Nothing in this Agreement excludes the liability of the Licensor:
- 13.4.1. for death or personal injury caused by the Licensor's negligence; or
 - 13.4.2. for fraud or fraudulent misrepresentation; or
 - 13.4.3. any other liability which cannot be limited or excluded by law.
- 13.5. Subject to 13.1 and 13.2:
- 13.5.1. the Licensor shall have no liability for any:
 - 13.5.1.1. loss of profits,
 - 13.5.1.2. loss of business or business opportunity,
 - 13.5.1.3. loss of anticipated savings,
 - 13.5.1.4. wasted expenditure,
 - 13.5.1.5. depletion of goodwill and/or similar losses,
 - 13.5.1.6. loss or corruption of data or information; or
 - 13.5.1.7. any special, indirect or consequential loss, costs, damages, charges or expenses; and
 - 13.5.2. the Licensor's total aggregate liability to the Licensee (including in respect of the indemnity at 12.2), in respect of all breaches of duty occurring within any contract year

during the Subscription Term shall be limited to 100% (one hundred percent) of the Fees paid for the Services in the contract year in which the breaches occurred.

- 13.6. References to liability in this clause 13 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.7. The Licensor expressly excludes:
- 13.7.1. any warranty to the Licensee that the Services supplied by Third Parties or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the marketing, sales or other associated documentations; and
- 13.7.2. any and all liability in relation to the use of services supplied by any Third Party.
- 13.8. Except as expressly and specifically provided in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

14. Term and termination

G-Cloud Call-Off Contracts: Where the Services are supplied under a G-Cloud Call-Off Contract, the term and termination rights (including notice) shall be governed by the Call-Off Contract. Clauses shall not apply to the extent of any conflict.

For the avoidance of doubt, where a G-Cloud Call-Off Contract applies, any termination rights or notice provisions in this Agreement that are inconsistent with or additional to those in the Call-Off Contract shall not apply.

- 14.3. Without prejudice to any rights that the Parties have accrued under this Agreement or any of their respective remedies, obligations or liabilities, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 14.3.1. the other Party commits a material breach of any material term of this Agreement (excluding non-payment) and (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified to do so;
- 14.3.2. 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, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 14.3.3. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.4. In addition to the above and without prejudice to the Licensor's rights under this Agreement, and subject always to the provisions of any applicable G-Cloud Call-Off Contract, the Licensor may terminate this Agreement for non-payment only where permitted under the Call-Off Contract. For the avoidance of doubt, where Services are supplied under a G-Cloud Call-Off Contract, termination for non-payment shall be governed solely by the Call-Off Contract.
- 14.5. The Licensor may replace subcontractors or hosting providers as required to continue delivering the Services, provided this does not materially reduce the Service levels agreed under the Call-Off Contract.
- 14.6. On termination of this Agreement for any reason:
- 14.6.1. the Licensee shall pay any and all invoices, extraction of data fees, and sums due and payable up to and including the date of termination.
- 14.6.2. all licences granted under this Agreement shall immediately terminate and the Licensee shall immediately cease all use of the Services;

- 14.6.3. each Party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other Party;
- 14.6.4. Upon termination or expiry of a G-Cloud Call-Off Contract, the Licensor shall make Licensee Data available for export in accordance with the Call-Off Contract within 30 days. Data will be retained and securely deleted 30 days after the Contract Termination Date.
- 14.6.5. 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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

Neither Party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations (excluding payment obligation) if such delay or failure results 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 3 (three) consecutive months, the party not affected may terminate this Agreement by giving 30 (thirty) days' written notice to the affected Party.

16. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. Waiver

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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

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.

19. Severance

- 19.3. 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.
- 19.4. If any provision or part-provision of this Agreement is deemed deleted under 19.1 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.

20. Entire agreement

- 20.3. 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.
- 20.4. 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.
- 20.5. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

21. Assignment

- 21.3. The Licensee shall not, without the prior written consent of the Licensor, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 21.4. The Licensor may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, without the consent of the Licensor.

22. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture 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).

23. Third party rights

This Agreement is made for the benefit of the Parties, to it and (where applicable) their successors and permitted assigns, and is not intended to benefit or be enforceable by anyone else.

24. Counterparts

- 24.3. 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.
- 24.4. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.
- 24.5. No counterpart shall be effective until each party has provided to the other[s] at least one executed counterpart.

25. Notices

- 25.3. Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be (a) delivered by hand or sent by pre-paid first class post or other next Business Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business; or (b) sent by email to the address for each Party set out in the Cover Sheet.
- 25.4. Any notice or communication shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or (b) if delivered by email, at the time of transmission, or, if this time falls outside Normal Business Hours, when Normal Business Hours resume.
- 25.5. Each Party shall as soon as reasonably practicable notify the other of any change to their contact details.
- 25.6. 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.

26. Governing law

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 interpreted in accordance with the law of England and Wales.

27. Jurisdiction

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 at the beginning of it and is signed by the Parties on the Cover Sheet above.

Schedule 1 MAINTENANCE SERVICES

The Licensor shall offer product upgrades to customers' hosted environments pursuant to the Licensor's standard release cycle. "Upgrades" are defined as new releases, the provision of updates, bug fixes, problem determination and error corrections, improvements, enhancements, extensions, revisions and updates to the solution licensed to the Licensee and which the Licensor will make generally available to them, together with related documentation.

Minor Updates, including bug fixes and error corrections, shall be promptly implemented by licensor as and when generally available.

For Major Updates that affect the look, feel or function of the solution, and/or the Licensee's use of the service, the Licensor will implement after the Licensee has been notified and provided with documentation ("Release Notes") and will allow for a reasonable period of time to transition and/or review.

The Licensor shall notify the Licensee of all Upgrades and replacements/phase-outs as far in advance as is reasonably possible and shall provide the Licensee with all relevant Release Notes and other documentation as soon as possible after notification.

Updates will be installed by the Licensor's authorized staff or automated processes. Updates will be scheduled to minimize disruption to the Licensee's end users. All updates will be installed within 30 days of public release. Neither Licensor nor Licensee shall unreasonably delay installation of updates.

The Licensor shall, where practicable, provide prompt notice of any Maintenance Services that are likely to affect the availability of the solution or are likely to negatively impact the performance of the solution, without prejudice to the Licensor's other notice obligations under this agreement.

In addition,

1. SLA / Support Plan / Service Availability Guarantee:

Issue Classification

Critical * P1, Priority 1 represents a major loss of a critical service in which all application end users cannot access computing resources. Business processes are halted and there is no workaround available. 30 minutes (Monday – Friday 09.00AM – 05.00 PM GMT). 1 hour (Monday – Friday 09.00AM – 05.00 PM GMT).

High * P2, Priority 2 represents a loss of a critical service in which end users can access some computing resources but the critical business process is halted or impaired or more than 50% of end users are affected. Workaround does not exist or is unacceptable due to labour intensity. 2 hours (Monday – Friday 09.00AM – 05.00 PM GMT). 8 hours (Monday – Friday 09.00AM – 05.00 PM GMT).

Medium * P3, Priority 3 represents a loss of a non-critical service that has a moderate impact on business operations. 4 hours (Monday – Friday 09.00AM – 05.00 PM GMT). 3 business days.

Low * P4, Priority 4 represents requests for modification, change request or enhancement which is not a result of a systems failure / fault or requests for enhancements improving functionality of the system. This is agreed on a per request basis.

Support is available via the following methods:

Support portal <https://support.uksoftware.ltd.uk> available 09 :00– 17 :00 Monday to Friday
Support email address support@uksoftware.ltd.uk available 09 :00– 17 :00 Monday to Friday
Phone (01843 609 345) during normal business hours.

Tickets raised on the support portal are the preferred form of communication, to resolve case as quickly as possible, Licensee should provide the following information with each request:

- Priority

- Contact name
- Contact details
- Company Name
- Details of the case, including any error messages, steps to reproduce the issue, screen shots if available
- Issue frequency, e.g. intermittent or always and whether it affects one, some or all users
- Impact on the business

The Licensor does not guarantee resolution times, and a resolution may consist of a fix, workaround, service availability or other reasonable solution.

Support engineers will only close a case when the issue has been resolved, and with your confirmation, unless:

- Support has tried repeatedly to contact you, and you have not responded
- A timescale has been agreed in advanced for when the case can be closed if we have not heard from you.

The Licensor will endeavour to provide 99% availability of the solution throughout the term of the contract.

2. Hosting Server/s:

The Licensor will be responsible for providing and maintaining all servers and hardware required for the solution.

The Licensor will share the server technical specifications with the Licensee if requested.

Server management will be the responsibility of the Licensor.

The Licensor will continuously monitor server performance and ensure database optimization.

3. Security:

The Licensor will be responsible for the system security of the Licensee's solution and the Licensee will have the right to verify system security when necessary.

The solution will use optimized cloud protection and SSL packages to keep the Licensee system and data secure.

The Licensee can also perform their own security tests on the system and report any security vulnerabilities they discover to the licensor through the Support ticket system. Security vulnerabilities will be classified as Priority 1.

Schedule 2 BACK-UP POLICY

1. Description

This backup policy describes the conditions and archiving procedures in which UK Software Ltd (“we”) backup and archive the data that you upload and store in our online software application (“**Customer Data**”).

2. Scope

This policy is only applicable to customers with an active contract supported by a written agreement (the “**Agreement**”).

3. Definitions

Item	Definition
“Backup”	Means any copy of the Customer Data that is taken on a regular basis and stored in a secure location and is further defined in section 5;
“Backup Retention Period”	Means the amount of time in days that we hold Backups for in the event of DR;
“DR”	Means disaster recovery and is the approach taken to recover services in the event of an Incident;
“Incident”	Means an event that affects either the availability, confidentiality or integrity of the Customer Data;
“RPO”	Means the recovery point objective as defined in section 4 which is the targeted maximum age of Customer Data that may be unrecoverable following an incident;
“RTO”	Means the recovery time objective as defined in section 4 which is the targeted maximum duration of time for the Services to be fully restored following any incident;
“Services”	Shall have its meaning as defined in the Agreement

4. Policy Principles

4.1 Backups are used by UK Software Ltd for recovering data in the event of an Incident.

4.2 Backups are stored in UK data centres certified to ISO27001 standard and will never be moved outside the UK or a location that does not meet this standard, unless otherwise explicitly stated in your agreement.

4.3 Backups consist of:

4.3.1 Database Backups which are taken once a day at 6:00pm

4.3.2 File backup copies which are taken once a month

4.4 Backups from the previous day are tested regularly to ensure they are valid.

4.5 Only named employees of UK Software Ltd have access to Backups.

4.6 Files are stored in an encrypted form when saved to the storage system.

4.7 Backups have a retention period of 7 days and will then be deleted.

5. Updates

Any amendments to this policy will be notified to customers with 30 days' notice.