END USER SOFTWARE LICENCE TERMS AND CONDITIONS

This Licence Agreement dated [DATE] is between:

1. Gather IT Limited ("the Licensor") whose principal address is at 71-75 Shelton Street, London WC2H 9JQ; and

2. **[ORGANISATION NAME]** ("the Licensee") whose principal place of business is at **[LOCATION]**

3. Definitions

Application – the executable software application that carries out the main service functions via an electronic device, such as a tablet, phone or computer.

Website – the support website and underlying Application Programming Interface (API) that allows management and monitoring of the Application and the data it collects.

Source Code – all text, code/program instructions and commands compiled or assembled into the Application and Website.

End users – the licensee's employees, customers or service users

4. Grant

4.1. Licence. In consideration of the payment of any Licence Fee (as defined in Appendix A) and the acceptance of the provisions of this Licence, the Licensor grants the Licensee a non-exclusive and non-transferable licence, for internal use only, for any employee of the Licensee to install, load, display and run the Application subject to, and in accordance with, the following provisions.

Access. The Licensee shall supervise the use of the Application and Website, control access to it, and keep it secure. The Licensee remains fully responsible at all times for all acts and omissions of anyone it allows to use the Application or Website and for ensuring such person understands and observes this Licence. This responsibility includes without limitation any employee, student, independent contractor, third party or visiting researcher. The Licensee shall ensure that all employed end users are suitably trained in Information Governance and Data Protection principles to ensure:

i. no personal data is requested, recorded or processed on the application or website
ii. consent is obtained prior to any contact with end users

Confidentiality. The Licensee acknowledges that the Source Code of both the Application and Website is confidential. Unless required to disclose by law or in connection with legal proceedings the Licensee shall keep the Source Code confidential and secret, together with all know-how, techniques, ideas, principles and concepts which underlie the Source Code and all other information supplied by the Licensor in relation to the Source Code or which is otherwise identified as confidential. The obligations in this Clause do not apply to information which is in or becomes part of the public domain in a lawful manner. The obligations in this Clause shall survive the expiry or earlier termination (for whatever reason) of the Licence Period for a period of ten years.

In turn, any data collected by the Licensee will remain completely confidential. The Licensor reserves the right to use anonymised usability data for the sole purpose of ensuring the safe and efficient running of the Application and Website. This process will adhere to the standards required by the UK General Data Protection Regulation (GDPR).

The Licensor may only access confidential information with the express and written permission of the Licensee.

4.2. Sub-licensing. The Licensee shall not distribute, sub-licence, sell, lend, provide access (including without limitation via a public- access or internal internet site) to the whole or any part of the Application or Website, or use it to process the work of, any third party.

4.3. No other licence. Except for the rights expressly set out in this Licence, no licence is granted and all rights, title, interest in and to the Application, Website and Source Code (including without limitation any patent rights) in all formats and media throughout the world now or hereafter are and shall remain the exclusive property of the Licensor and other rights holders.

4.4. Acknowledgements. The Licensee shall acknowledge the authors and use of the Software in the publication of any results achieved through use of the Software. The Licensee shall reproduce a copyright notice on any accompanying manuals and documentation in the form “Copyright © [2021] Gather IT Limited. All rights reserved.” with the date the current version of the Application or Website was written inserted after the sign “©”. Trademark and other proprietary notices must also be reproduced but the Licensee has no other right to use the name, arms, trademark, logo or other designation of Gather IT Limited.

5. Warranties and Liability

5.1. Errors. The Licensee acknowledges that the Source Code is under perpetual development and is not error-free, that it is provided “as is” and that specific results and uninterrupted running cannot be expected. The Licensee therefore agrees that the existence of errors in the Source Code shall not constitute a breach of this Licence. The Licensor shall not have any obligations to upgrade, “bug-fix”, provide documentation, support or maintenance services, or provide any information, assistance or consultancy in relation to the Source Code.

5.2. Disclaimer. No warranty, condition, undertaking or term, express or implied, statutory or otherwise, is given or assumed by the Licensor, including without limitation as to non-infringement or the condition, performance, satisfactory quality or fitness for purpose of the Source Code and tablet computers or any other hardware provided. All such warranties, conditions, undertakings and terms are hereby excluded to the fullest extent permitted by law.

5.3. Indemnity. The Licensee shall indemnify the Licensor and its officers, directors, employees and representatives (together, the "Indemnitees") against all third party Claims that may be asserted against or suffered by any of the Indemnitees and which relate to the use by the Licensee of any of the Source Code. "Claims" means all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

5.4. Liability of Indemnitees.

5.4.1. To the extent that any Indemnitee has any liability in contract, tort, or otherwise under or in connection with this Licence, including any liability for breach of warranty, their liability shall be limited in accordance with the following provisions of this Clause 5.4.

5.4.2. The aggregate liability of the Indemnitees shall be limited to the total amount of any Licence Fee or £20,000, whichever is the higher; and

5.4.3. In no circumstances shall any of the Indemnitees be liable for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Licensee that is (a) of an indirect, special or consequential nature or (b) any loss of profits, revenue, business opportunity or goodwill.

5.5. Saving. Nothing in this Licence excludes any person's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that person's negligence, or liability for fraud.

6. Termination

6.1. Breach. The Licensor may terminate the Licence Period early by written notice if the Licensee fails to comply with any provision of this Licence, including without limitation non-payment of the whole or any part of the Licence Fee, within 30 days of being required to do so in writing.

6.2. Consequences of termination. Upon termination the Licensee shall immediately stop using the Application and Website. The expiry or termination of the Licence Period is without prejudice to any other rights or remedies of either party under the Licence or at law and does not affect any rights or obligations which have arisen or accrued up to and including the date of expiry or termination. Clauses 5 and 7 shall survive termination or expiry.

7. General

7.1. Assignment. The Licensee shall not assign or otherwise transfer all or any part of this Licence, without the Licensor's prior written consent.

7.2. Law and jurisdiction. The validity, construction and performance of this Licence shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

7.3. Entire agreement. This Licence constitutes the entire agreement and understanding of the Licensor and Licensee relating to the subject matter of this Licence. This Licence cannot be waived or varied except in writing signed by the Licensor. If the whole or any part of a provision of this Licence is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, unless it alters the basic nature of this Licence or is contrary to public policy.

7.4. Third party rights. This Licence does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this Clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act. The Parties may amend, renew, terminate or otherwise vary all or any of the provisions of this Licence, without the consent of the Indemnitees.

Agreed by the Parties through their authorised signatories:

For and on behalf of	For and on behalf of
GATHER IT LIMITED	**[ORGANISATION NAME]**
Signed	**Signed**
	_____
Print name	**Print name**
	_____
Title	**Title**
	_____
Date	**Date**
	_____