

Bourne Valley Systems Ltd

Terms and Conditions for Supply of Software Licenses

G-Cloud 15

9th January 2026

AGREEMENT FOR THE SUPPLY OF SOFTWARE

This agreement is made between The Buyer and The Supplier, as outlined in the attached Schedule.

WHEREAS

The Supplier carries on the business of the provision of software licenses specified in the attached Schedule.

The Buyer has been requested by the Supplier, and the Supplier has agreed with the Buyer to provide the licenses on the terms and subject to the conditions of this agreement.

IT IS HEREBY AGREED THAT

1 Definitions

1.1 "Agreement" shall mean this agreement.

1.2 "Licenses" shall mean any software licenses to be supplied by the Supplier for the purposes of the project pursuant to the attached Schedule.

1.3 "Licensed Product" shall mean the discrete product for which licenses are supplied.

1.4 "Confidential Information" shall mean all non-public information, written or oral, disclosed directly or indirectly through any means of communication by either The Buyer or The Supplier, or any of its affiliates, subcontractors, partners, or third-party suppliers during the period of this Agreement.

1.5 "BVS" shall mean the Supplier, Bourne Valley Systems Ltd

2 Fees

2.1 Fees are payable as set out below. Fees for the Licences of the Licensed Product are banded by reference to volume / size. Fees for Licensed Products are payable per user per deployment per annum. For these purposes, a "deployment" means a discrete deployment of the software utilising the Licensed Product, having a separate web presence or being accessible by a separate category of target users.

2.2 The Buyer agrees to meet the Supplier's invoices in full within the terms outlined in the Schedule.

3 Grant of rights

3.1 The Supplier hereby grants to the Buyer, subject to the terms and conditions of this Agreement, a nonexclusive, non-transferable licence to use and receive the benefit of the Licensed Products, for use by the Buyer and/or its Affiliates and its employees.

3.2 For the avoidance of doubt, the Buyer will use the Licensed Products on the Buyer's own systems. The Supplier will not make the Licensed Product available to the Buyer via the Internet. Without prejudice to the foregoing, the Buyer shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile, or reverse engineer any Licensed Product or attempt to do so or permit or assist others to do so.

3.3 The Supplier reserves the right from time to time to update or modify the functionality of the Licensed Product, or any underlying databases or systems (or any part thereof), provided that such changes shall not to any material extent detrimentally affect the functionality or format of the Licensed Product or the integrity or accessibility of any Buyer Data and Materials.

3.4 Both parties acknowledge and accept that this is an Agreement for the supply of software Licenses only and is not a contract of employment.

4 Confidentiality

4.1 The Supplier undertakes that it will keep in strictest confidence all details of the services, systems, business, and methodologies (Confidential Information) belonging to and the affairs of the Buyer, or of the Buyer's customers which may come to its/his/her knowledge whilst providing the Services. This undertaking does not relate to information or details which are already known to the persons concerned, which is or later becomes public knowledge or which is disclosed to the Supplier by a third party.

4.2 The Buyer recognises that the Supplier may provide content, Confidential Information, Intellectual Property, or proprietary information during the provision of the services, and possibly in order to deliver those services. Where that information is under the direct control and ownership of the Supplier, this material is provided, and unless stated otherwise, included in the pricing of this Agreement. The license to use such information is non-transferable without the agreement of the Supplier.

4.3 For the avoidance of doubt, this Supply of Software does not include any transfer of Intellectual Property, but, and where appropriate, each party will make available any information or materials that it reasonably can, that would be necessary in-order to deliver the services requested.

4.4 The Buyer will not disclose any Confidential information or Intellectual Property of the Supplier, introduced through this Agreement, to any third party without the written permission of the Supplier.

5 Working for third parties and non-solicitation

5.1 It is acknowledged that the Supplier shall be fully entitled to service other contracts during the currency of this Agreement where this does not conflict with its performance under this Agreement.

6 Governmental Regulations

6.1 Each party hereto shall be solely responsible for complying with the applicable legislation of the territory where any Services are performed, when performing their activities under or in connection with this Agreement. Without limiting the generality of the foregoing, each party shall be responsible for compliance with the applicable tax, national insurance and similar regulations applicable to its activities hereunder.

7 Termination

7.1 Without prejudice to any other remedies the Buyer may terminate this Agreement forthwith in the case of the Supplier committing a breach of its obligations hereunder and failing to remedy that breach within thirty (30) calendar days of receiving written notice so to do.

7.2 The Supplier may terminate this Agreement forthwith in the case the Buyer has not paid in full any amounts due for payment within fourteen (14) days of a written notice to do so, or if the Buyer commits a material breach of its obligations hereunder and failing to remedy that breach within thirty (30) calendar days of receiving written notice so to do.

7.3 Except as otherwise provided in this Clause, this Agreement shall take effect from the Effective Date specified in the Schedule hereto and shall terminate on the Completion Date specified in the Schedule.

8 Liability

8.1 It is the Buyer's responsibility to ensure that the Licensed Products are suitable for its needs. BVS expressly disclaims all warranties that (i) the Licensed Products will be error-free or operate without interruption or will be compatible with any other software or hardware of the Buyer or (ii) information and materials located or obtained through use of the Licensed Product are timely, accurate, relevant, or complete.

8.2 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligence or for liability for fraudulent misrepresentation.

8.3 Subject to clause 8.2, BVS shall not in any circumstances be liable to the Buyer whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of loss of profits, revenue, goodwill, business opportunity, reputation, or loss of or cost or restoration of data (in each case whether such loss is direct or indirect), or in respect any indirect, consequential, financial or economic loss or damage costs or expenses, whatsoever or howsoever arising out of in connection with this Agreement and whether or not foreseeable.

8.4 Subject to clause 8.2 and without limitation to clause 8.3, BVS shall not in any circumstances be responsible or liable for any loss or damage, cost or expense arising out of or in connection with:

8.4.1 any defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information which is uploaded to or via the Licensed Product by a member of the public, employee of the Buyer or other third-party user of the Licensed Product;

8.4.2 any unavailability, breakdown, or failure of any Licensed Product (or any part thereof) due to the failure of any telecommunications provider or internet service provider, or due to any defect or incompatibility of any third-party software (including browser software) not approved by BVS, or any other cause outside the reasonable control of BVS.

8.5 The Buyer hereby indemnifies and shall keep indemnified BVS on demand from and against all loss, damage, actions, claims, liability, costs, or expenses suffered or incurred by BVS arising from or in connection with (i) breach by the Buyer of its obligations under the Data Protection Act 2018; (iii) breach by the Buyer of its obligations under clauses 8.3 and 8.4; and (iv) any matter listed in clauses 8.4.1 and 8.4.2.

8.6 Except as otherwise set out in this Agreement, all conditions, warranties, terms, and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) are hereby excluded to the fullest extent permissible by law.

9 Variation and Extension

9.1 The conditions of this Agreement and the contents of Schedule may not be varied save by express written agreement between the parties.

9.2 Neither party may assign this Agreement without the consent of the other provided. However, that consent shall not be required for the assignment by either party to a holding, subsidiary or associated Company.

9.3 In the event of any conflict between these terms and conditions and the Schedule attached hereto, the terms of the Schedule shall prevail.

10 Warranty

10.1 Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals so to do.

11 Jurisdiction

11.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Schedule

This schedule forms an integral and binding part of the contract signed between the buyer and supplier, and subject to the terms and conditions of the Agreement for the Supply of Software.

1. Contract ID	
2. The Supplier	Bourne Valley Systems Ltd 6 Applegate, St Mary Bourne, Hampshire, SP11 6DT Incorporated in England No: 06259352
3. The Buyer	
4. Buyer's Contact	
5. Description of Software Deliverables	
6. Price per User per Year	As per our Pricing document
7. License Effective Date	
8. License Completion Date	
9. Special Conditions	
10. Invoice Terms	Invoices will be raised annually, in advance
11. Settlement Terms	30 days from date of Invoice
12. Invoice Address Point of Contact	

The Supplier

Company Name: Bourne Valley
Systems Ltd

Signed:

Position: Director

Print Name: J. AHL

Date:

The Buyer

Company Name:

Signed:

Position:

Print Name:

Date: