

Software Licence Agreement

This Software Licence Agreement (“Licence Agreement”) constitutes the agreement between M2M Tech Ltd (the “Supplier”) and you, (the “Licensee”), for the use of the Software and/or Services, as described in the relevant Call-Off Contract and Documentation.

1. Definitions

‘Access Credentials’: credentials provided by the Supplier to the Licensee, to grant access to access to the Software.

‘Authorised Users’: individuals who are authorised by the Licensee to access and use the Software in accordance with the terms of this Licence Agreement.

‘Call-Off Contract’: the G-Cloud 15 Call-Off Contract executed between the Supplier and the Licensee under the G-Cloud 15 Framework.

‘Commencement Date’: the Commencement Date of the Call-Off Contract.

‘Digital Marketplace’: the online catalogue where public sector customers can buy cloud-based computing services such as hosting, software and cloud support.

‘Documentation’: specifications, instructions, or other written materials provided by the Supplier to the Licensee relating to the operation or use of the Software. This may include but is not limited to, the Call-Off Contract, the Service Definition, the Service Level Agreement and this Licence Agreement.

‘Expiry Date’: the date upon which this Licence Agreement shall expire, as specified in the Call-Off Contract, subject to earlier termination in accordance with the provisions of the Documentation.

‘Framework Agreement’: the Agreement that governs the relationship between the UK government and the Supplier. It covers the provision of G-Cloud Services by the Supplier to the UK government and to the Licensee.

‘Intellectual Property Rights’ or ‘IPR’: all rights, including but not limited to patents, know-how, trademarks, designs (both registered and unregistered), copyrights (including in drawings, plans, specifications, designs, and computer software), database rights, topography rights, rights in inventions, discoveries, processes, and applications for such rights, in the United Kingdom and worldwide, including all renewals, extensions, continuations, divisions, reissues, re-examinations, and substitutions thereof.

‘Service Definition’: the Supplier’s service definition document, found on the Digital Marketplace, which relates to the Software outlined in the relevant Call-Off Contract.

‘Service Level Agreement’ or ‘SLA’: the agreed upon service levels at or above which the Supplier will provide the Software and/or Services, as detailed in Call-Off Contract. The Supplier may amend the Service Level Agreement to improve service quality and resource management, with changes communicated to the Licensee in advance.

‘Services’: any services provided by the Supplier to the Licensee under this Licence Agreement, including but not limited to consulting, implementation, customisation, training, maintenance,

support, or any other services as agreed upon in writing by the parties or outlined in the Call-Off Contract.

‘Software’: the computer programs, applications, scripts, code, and related materials owned by or licenced to the Supplier or any Group Company by third party licensors, which is provided by the Supplier to the Licensee under the Call-Off Contract, including any updates, upgrades, modifications, or enhancements thereto, as well as the associated Documentation.

‘Term’: the term specified within the Call-Off Contract, with such term commencing on the Commencement Date and continuing until the Expiry Date (subject to the earlier termination of the Call-Off Contract).

‘Territory’: the United Kingdom and Republic of Ireland.

2. Licence Grant

- 2.1. Subject to the terms and conditions of this Licence Agreement, the Supplier hereby grants Licensee a non-exclusive, non-transferable, royalty-free, revocable licence to access and use the Software during the Term solely for Licensee’s internal operations.
- 2.2. The Licensee shall not run the Software on behalf of any third party or allow any third party to use the Software under their licence. The licence granted herein is strictly limited to the Licensee identified in the Call-Off Contract and may not be assigned, sublicensed, leased, lent, sold, distributed, or otherwise transferred to any other party without the prior written consent of the Supplier. Any attempt to do so shall be considered a material breach of this Licence Agreement and may result in immediate termination of the licence.
- 2.3. The Licensee grants the Supplier a non-exclusive, non-transferable right to process the documents and information that the Licensee uploads to the Software, but only for the purposes of fulfilling the 2 Supplier’s obligations under the Call-Off Contract. The Supplier shall have no right to use the Intellectual Property Rights of the Licensee for any purpose other than providing the Software.
- 2.4. The Licensee accepts responsibility and liability for the acts and/or omissions of its staff in relation to any breaches of this Licence Agreement and will indemnify and hold harmless the Supplier against all liability, loss, damages, reasonable costs and expenses incurred or suffered by The Supplier as a result of any such breach.
- 2.5. The Supplier reserves all rights not expressly granted to the Licensee herein, and nothing in this Licence Agreement shall be construed as conferring any licence or right to the Intellectual Property Rights of the Supplier or any third party, except as expressly stated in this Licence Agreement and the relevant Call-Off Contract.

3. Permitted Use and Restrictions

- 3.1. The Licensee shall ensure that only its Authorised Users have access to and utilise the Software. The Licensee shall maintain a stringent security policy to safeguard the confidentiality of Authorised Users’ login credentials.

- 3.2. The Licensee shall use the Software in compliance with all applicable laws, regulations, and industry standards. This includes, but is not limited to, laws and regulations governing data privacy, intellectual property, export control, and any other relevant legal requirements which may be applicable to the Software's use. The Licensee acknowledges and agrees to bear sole responsibility for ensuring that its use of the Software complies with all such laws, regulations, and standards.
 - 3.3. The Licensee expressly agrees not to engage in any illegal, fraudulent, or unauthorised activities through the use of the Software. This includes, but is not limited to, the storage or sharing of infringing, obscene, or confidential information. The Licensee shall refrain from using the Software for any purpose that violates applicable laws, regulations, or the rights of third parties. Moreover, the Licensee shall not exploit the Software for activities such as unauthorised data mining, hacking, or any other form of cybercrime. Licensee acknowledges that any misuse of the Software in contravention of this clause may result in immediate termination of the licence and may expose the Licensee to legal liabilities and consequences.
 - 3.4. The Licensee shall not copy or transfer the Software or reverse engineer, decompile, disassemble or otherwise attempt to derive source code from Software.
 - 3.5. The Licensee shall not modify, adapt, translate, or create derivative works based on the Software without the prior written consent of the Supplier. The Licensee agrees that it shall not use the Software to develop or offer a competing product or service or to assist any third party in doing so.
 - 3.6. The Licensee shall not attempt to gain unauthorised access to the Software, its servers, or any associated systems or networks. Furthermore, the Licensee shall not interfere with or disrupt the integrity or performance of the Software or any associated systems or networks.
 - 3.7. The Supplier may audit the Licensee's use of the Software to ensure compliance with the terms of this Licence Agreement. Such audit may include, but is not limited to, reviewing Licensee's usage records, access logs, and other relevant data. The Licensee agrees to cooperate fully with any such audit and to provide access to all necessary information and resources. The parties agree that they shall cover their own costs, unless the Licensee is found to be in non-compliance, whereby any audit costs incurred by the Supplier shall be borne by Licensee.
4. Performance
- 4.1. The Supplier warrants that the Software will perform substantially in accordance with the Service Definition under normal use and circumstances, subject to the following provisions.
 - 4.2. The Licensee acknowledges that the performance of the Software may be influenced by the quality and reliability of the Licensee's internet connection. While the Supplier endeavours to provide optimal performance, the Licensee understands and agrees that the Supplier shall not be held liable for any degradation in the Software's performance resulting from issues with the Licensee's internet connection. It is the responsibility of the Licensee to ensure a stable and adequate internet connection for optimal usage of the Software.

- 4.3. The Licensee acknowledges that the performance of the Software may be influenced by the compatibility of the Licensee's hardware and software environment with the Software. It is the responsibility of the Licensee to ensure that its hardware and software environment meets any minimum requirements specified by the Supplier at any point for the optimal functioning of the Software. The Supplier shall not be held liable for any diminished functionality in the Software's performance resulting from the Licensee's failure to meet such requirements.

5. Updates & Maintenance

- 5.1. The Supplier reserves the right to perform scheduled maintenance on the Software, which may temporarily affect the availability or performance of the Software. The Supplier shall use commercially reasonable efforts to minimise any disruptions caused by scheduled maintenance and shall provide Licensee with advance notice whenever possible.
- 5.2. The Supplier reserves the right to perform updates on the Software in order to enhance or improve the quality, functionality and operation of the Services or to comply with Relevant Laws. Any such Updates will be notified and timing of such changes agreed by the Licensee, such Agreement not to be unreasonably withheld.
- 5.3. In the event that any such Updates cause service disruption, the Supplier will at its cost immediately remove such Updates returning the Services to its prior state.

6. Access

- 6.1. The Licensee acknowledges that access to the Software is provided solely for the use of Licensee and its Authorised Users as defined in this Licence Agreement and in the Call-Off Contract. Access to the Software outside of the Territory is prohibited unless otherwise agreed upon in writing by the Supplier. The Supplier may implement technical measures to restrict access to the Software based on IP addresses originating from locations outside the Territory.
- 6.2. If the Licensee requires access to the Software outside of Territory, the Licensee must submit a written request to the Supplier in advance. The request must include details of the IP address(es) from which access will be required, the intended duration of access, and any other relevant information deemed necessary by the Supplier. The Supplier reserves the right to approve or deny such requests at its sole discretion. The Licensee acknowledges that failure to comply with this process may result in restricted access to the Software.
- 6.3. The Licensee shall promptly notify the Supplier of any performance issues or deficiencies encountered while using the Software, providing sufficient detail to allow the Supplier to investigate and address the issues.
- 6.4. The Supplier makes no warranty regarding the performance or availability of any third-party services or components integrated with the Software. The Licensee acknowledges and agrees that the Supplier shall not be responsible for any performance issues arising from or related to such third-party services or components.

- 6.5. The Supplier will make available the Software to the Licensee by setting up an account for Licensee and providing to the Licensee Access Credentials for that account.
- 6.6. The Licensee must keep Access Credentials safe and secure and protect it from unauthorised access, use or copying. The Licensee must notify the Supplier as soon as the safety or security of Access Credentials is compromised or breached.
- 6.7. The Supplier may suspend the Services if the safety or security of the Access Credentials is breached until the breach is rectified and any reasonably necessary back up, protection and/or security assurance testing is completed.

7. Term and Termination

- 7.1. The Term of this Licence Agreement shall be concurrent with the term of the Call-Off Contract entered into between the parties. In the event of expiry or termination of the Call-Off Contract for any reason, this Licence Agreement shall also terminate simultaneously, with no further obligations or liabilities arising thereafter.
- 7.2. This Licence Agreement may be terminated by either party with immediate effect upon providing written notice if the other party is in material breach of this Licence Agreement. A breach shall be deemed material if it significantly affects the rights or obligations of the parties under this Licence Agreement. In the event of a breach capable of remedy, the breaching party shall have thirty (30) calendar days from receipt of written notice to remedy the breach. Failure to remedy the breach within the specified timeframe shall constitute grounds for termination. Notice of breach shall specify the nature of the breach and the actions required for remedy. Termination shall not prejudice any accrued rights or remedies of the non-breaching party.
- 7.3. The Supplier may terminate this Licence Agreement if the Licensee fails to pay any amount due to the Supplier within thirty (30) calendar days of the date of the undisputed invoice or the date on which the invoice was determined as valid, the Supplier first having given the Licensee one (1) weeks' notice in writing of the Supplier's intention to terminate.
- 7.4. On termination of the Contract, the Licensee shall immediately pay to the Supplier:
 - 7.4.1. All of the Suppliers outstanding unpaid invoices and interest; and
 - 7.4.2. In respect of the Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice for the Goods and Services, which shall be payable by the Licensee immediately on receipt

8. Professional Services

- 8.1. Any Services provided by the Supplier shall be outlined in the Call-Off Contract. While the Call-Off Contract may specify the scope and nature of the Services, any dates or times mentioned therein shall be for reference purposes only and shall not constitute a material promise or guarantee by the Supplier. The Supplier shall make reasonable efforts to adhere to the agreed-upon schedule but shall not be liable for any delays or deviations from the specified timeline, unless otherwise agreed in writing by both parties.

9. Limitation of Liability

- 9.1. Nothing in this Licence Agreement is intended to limit or exclude the liability of either party for death / personal injury resulting from its negligence, for fraud or for any other matter in respect of which liability cannot be limited / excluded by operation of law.
- 9.2. Subject always to clause 9.1 in the event that the Supplier fails to comply with its obligations of whatever nature arising under this Licence Agreement, its total liability (whether in contract, tort (including negligence), restitution or otherwise) shall not exceed in the aggregate 100% of the charges of the relevant Call-Off Contract over the preceding 12 months in which the Supplier's default arises.
- 9.3. Subject to clause 9.1 neither party shall be liable to the other party under or in connection with this Licence Agreement for any special, indirect or consequential loss including but not limited to loss of business, loss of contracts, loss of anticipated savings or revenue, or goodwill, or loss of or damage to or corruption of data or Software.
- 9.4. The parties agree that it is reasonable that the Supplier shall have no liability to the Licensee for any loss, damage, costs, expenses or other claims for compensation arising from any instructions given to the Supplier by the Licensee which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or any other fault of the Licensee. The parties acknowledge that it is 6 fair and reasonable to allocate risk, particularly considering the charges paid by the Licensee and the potential losses that the Licensee may incur. Therefore, the Supplier's liability shall be limited as outlined in this clause 9.
- 9.5. Subject to any express terms of this Licence Agreement or the Documentation, the Supplier excludes any statement whatsoever and howsoever arising out of this Licence Agreement or Documentation as to the quality, merchantability, suitability or fitness for purpose of any part of the Services to the fullest extent permitted by Law.

10. Service Level Agreement

- 10.1. The Supplier shall provide the Software in line with the standards outlined in the SLA. The SLA shall include the agreed upon service levels, performance metrics, and other relevant terms governing the use of the Software. The Licensee acknowledges and agrees to abide by the terms of the SLA in conjunction with this Licence Agreement.
- 10.2. The SLA shall be included in the Call-Off Contract. In the event that the SLA is not included in the Call-Off Contract for any reason, the Licensee may request a copy of the SLA from the Supplier at any time. Upon such request, the Supplier shall provide the Licensee with a copy of the SLA promptly.

11. Hosting Services

- 11.1. The Supplier will use the services of multiple Internet Service Providers (ISPs) to provide the Service. The parties acknowledge that an ISP is a Third-Party provider of services and in no event shall the Supplier (in contract, tort or otherwise) be liable for any acts or omissions of an ISP beyond the terms explicitly set out in the Service Level Agreement. The Supplier shall be entitled to use the services of any ISP that Supplier decides in its

sole discretion is capable of providing the services reasonably required for Supplier to provide the Service.

11.2. In the event that the Licensee is not reasonably satisfied with the Services supplied by the Supplier that are the responsibility of the ISP, the Licensee shall inform the Supplier of such in writing and the Supplier shall use all reasonable endeavours to work with the ISP to improve the ISP services to the reasonable satisfaction of the Licensee or to obtain the services of a replacement ISP. Beyond the terms explicitly set out in the Call Off Contract or Framework Agreement, no warranty is given by the Supplier to the Licensee regarding the services of the ISP.

11.3. The parties acknowledge that the ISP and/or the Supplier may require to suspend the Hosting Services and/or the Supplier Services due to a Planned Outage. The Licensee shall be notified of the Planned Outage as soon as reasonably possible and the Supplier shall procure that the ISP will use all reasonable efforts to minimise the downtime incurred due to the Planned Outage, in the terms of the Call Off Contract or Framework Agreement. The Licensee acknowledges that the ISP and/or the Supplier may be required to undertake urgent maintenance of its systems and in this event, the Supplier shall use all reasonable endeavours to advise the Licensee of such, subject to the information provided by the ISP to the Supplier regarding the same.

12. Extraction Services

12.1. Upon expiry or termination of Call-Off Contract for any reason, the Supplier shall provide the Licensee with the option to request the return of the Licensee's data stored within the Software. The Licensee acknowledges that such data may be provided in a format to be agreed upon between the parties at the time of termination.

12.2. The Supplier reserves the right to charge the Licensee a reasonable fee for the retrieval and delivery of the Licensee's data in accordance with the Licensee's request. The amount of such fee shall be determined at the time of termination or expiry.

12.3. The Licensee shall submit a written request for the return of its data within a reasonable period following the effective date of termination or expiry. The Supplier shall use commercially reasonable efforts to fulfil Licensee's request in a timely manner, subject to payment of the applicable data retrieval fee outlined in the Licence Agreement or Documentation.

12.4. In the event Licensee does not request the return of its data upon termination or expiry of this Licence Agreement, the Supplier may, at its discretion, delete or destroy Licensee's data in accordance with its data retention policies and any applicable law.

13. General

13.1. Force Majeure: The Supplier shall not be liable for any delay or failure in performance of its obligations under this Licence Agreement resulting from acts beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, labour disputes, war, terrorism, or governmental restrictions.

13.2. Waiver: No delay, neglect, or forbearance on the part of either party in enforcing any term or condition of this Licence Agreement shall constitute a waiver or prejudice any

right of that party under this Licence Agreement. Any waiver of a right or remedy under this Licence Agreement or by law must be provided in writing to be effective and shall not be deemed a waiver of any subsequent right or remedy.

- 13.3. Governing Law: Unless otherwise agreed in the Call-Off Contract, this Licence Agreement shall be subject to, and interpreted in accordance with, the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

14. Third Parties

- 14.1. A person who is not a party to the Contract shall not have any rights under the Contract.

15. Variation

- 15.1. The Licensee may not vary or cancel all or part of the Contract, Purchase Order, Delivery Dates or place additional requirements following Purchase Order configuration issued by the Supplier to the Licensee, without written agreement from the Supplier.
- 15.2. The Supplier reserves the right to impose additional fees and modify the Delivery Date resulting from any agreed variations.