

Dated

[DATE]

SENTRY SECURE INTELLIGENCE SYSTEM LIMITED

and

[INSERT POLICE CONSTABULARY]

SOFTWARE AGREEMENT

BLACKS
SOLICITORS

City Point, 29 King Street, Leeds, LS1 2HL
www.LawBlacks.com
Ref: PKH/SEN484/1

THIS AGREEMENT is dated

[DATE]

BETWEEN

- (1) **SENTRY SECURE INTELLIGENCE SYSTEM LIMITED** incorporated and registered in England and Wales with company number 08004805 whose registered office is at 15 Queen Square, Leeds LS2 8AJ ("**SentrySIS**"); and
- (2) **[INSERT POLICE CONSTABULARY]** whose registered office is at **[INSERT POLICE HEAD QUARTERS ADDRESS]** (the "**Client**").

BACKGROUND

SentrySIS is the entire legal and beneficial owner and licensor of the Software (as defined below) and is willing to license the Client to use this Software on the terms of this agreement.

AGREED TERMS

1. INTERPRETATION

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

"Authorised Person"	means an individual, individuals or a department appointed by the Client who has full administrative access to the Software and has the authority to make decisions and bind the Client and manages the Client's use of the Software.
"Authorised Users"	means those employees, agents and independent contractors of the Client who are authorised by the Authorised Person from time to time, to use the Services, as further described in clause 3.1.3.
"Business Portal"	means the portal through which the Client will receive notification of any Incidents from businesses, including but not limited to MG11 witness statements, CCTV footage, images and other information.
"Business Day"	means Monday to Friday inclusive.
"Charges"	means a subscription fee of [INSERT ANNUAL CONTRACT VALUE] plus VAT per annum payable by the Client to SentrySIS, subject to change in accordance with clause 9.
"Commencement Date"	means the date of this agreement.
"Confidential Information"	means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

“Client Data”	means any data inputted by the Client, Authorised Users, or SentrySIS on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.
“Data Protection Legislation”	means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998
“Deliverables”	means all documents, products and materials developed by the SentrySIS or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
"Effective Date"	means the date of this agreement.
“Future Services”	means any additional services that may be developed and provided to the Client under the terms of the agreement, either at the request of the Client or as increased functionality and development of the Software.
“Incident”	means any incident which the Client is notified of by any third party.
“Incident Report”	means the reporting of an Incident to the police via Business Portal which is approved as a crime by the Client and a crime reference number is issued accordingly.
“Information”	means any of the following sources of information: • contact details of individual(s) involved in an Incident; • any witness statements of a victim or observer of an Incident or any other relevant persons; • photographs; • moving images; • digital or audio records; • crime reports; • crime reference numbers; • descriptions to identify individual(s) involved in an Incident; and • any other relevant information.

"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
"Locations"	means the location of any police stations or other locations out of which the Client and its Authorised Users operate from.
"Media Portal"	means the portal by which third parties may submit media relating to an Incident to the Client following a request for the media.
"Normal Business Hours"	means 0900 to 1700 local UK time, each Business Day.
"Police Portal"	means a bespoke dashboard that allows general administrative functions such as updating Authorised Users, updating Locations as well as access to the Business Portal, Telephone Portal and Media Portal in addition to any Future Services
"Renewal Period"	means the period described in clause 14.1.
"Services"	means the subscription services for the Software and any Deliverables provided by SentrySIS to the Client under this agreement as set out in clause 2.2
"Service Level"	means the level of service provided by SentrySIS to the Client in accordance with the undertaking in clause 7.1.
"Software"	means the online software applications provided by SentrySIS via the Website to the Client to enable them to be supplied the Services.
"Telephone Portal"	means the portal by which the Client can conduct telephone statements with any third party in relation to an Incident,

including the ability for such third party to log in to and upload supporting evidence.

“Third Party Provider” means any third party provider that provides additional services and support in conjunction with or in relation to the Software or the Services.

“Subscription Term” means the term of **[NO OF MONTHS]** months from the Effective Date together with any subsequent Renewal Periods.

"Specification" means the document detailing the specification of the Software.

“Virus” means anything 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.

“Website” Means <https://police.sentrysis.com> or any other website notified to the Client by SentrySIS from time to time.

1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 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.

1.5 A reference to **writing** or **written** includes faxes but not e-mail.

2. THE SERVICES

2.1 Subject to the terms and conditions of this agreement, SentrySIS hereby grants to the Client a non-exclusive, non-transferable licence to permit the Authorised Users to use the Software to access the Services via the Website during the Subscription Term.

2.2 SentrySIS shall provide the following Services to the Client:

- 2.2.1 access to the Police Portal;
 - 2.2.2 access to the Business Portal;
 - 2.2.3 access to the Media Portal;
 - 2.2.4 access to the Telephone Portal; and
 - 2.2.5 access to Future Services.
- 2.3 SentrySIS shall use its commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 2.3.1 planned maintenance carried out during any maintenance window as notified to the Client from time to time whether undertaken by SentrySIS or any Third Party Provider;
 - 2.3.2 unscheduled maintenance performed by any Third Party Provider where SentrySIS has not received adequate notice of the maintenance; and
 - 2.3.3 unscheduled maintenance performed outside Normal Business Hours, provided that SentrySIS has used reasonable endeavours to give the Client at least six Normal Business Hours' notice in advance.
- 2.4 SentrySIS will, as part of the Services and at no additional cost to the Client, provide the Client with SentrySIS's standard customer support services during Normal Business Hours in effect at the time that the Services are provided. If the Client requires any support this must be requested through the Website and SentrySIS will aim to provide a response within 5 Normal Business Hours
- 2.5 Outside of Normal Business Hours, support will be limited to email support and where possible telephone support.

3. THE CLIENT'S SUBSCRIPTIONS

- 3.1 In relation to the Authorised Users, the Client warrants, undertakes and represents that:
- 3.1.1 each Authorised User shall have the appropriate authority to use the Software in accordance with this agreement, understand how the Software operates and understand their obligations under this agreement;
 - 3.1.2 each Authorised User has read and accepted the terms and conditions of this agreement (or an approved end user licence agreement or similar policy document on substantially the same terms as this agreement) and that by using the Software the Authorised User is deemed to have accepted the terms and conditions of this agreement;
 - 3.1.3 each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential; and
 - 3.1.4 immediately delete from the system an Authorised User who ceases employment with the Client.

- 3.2 The Client, except to the extent that such documents are relevant to the reporting or investigation of any Incident, warrants, undertakes and represents to not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 3.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.2.2 facilitates illegal activity;
 - 3.2.3 depicts sexually explicit images;
 - 3.2.4 promotes unlawful violence;
 - 3.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.2.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 3.3 The Client warrants, undertakes and represents to only use the Software and the Website for lawful purposes. The Client shall not use the Software or the Website:
- 3.3.1 in any way that breaches any applicable local, national or international law or regulation;
 - 3.3.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 3.3.3 to upload Information which it knows is incorrect;
 - 3.3.4 for the purpose of harming or attempting to harm minors in any way;
 - 3.3.5 to permit any person other than a User authorised by the Client or an Authorised Person to access the Software;
 - 3.3.6 to send, knowingly receive, upload, download, use or re-use any material which does not comply with clause 3.3
 - 3.3.7 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - 3.3.8 to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 3.4 The Client warrants, undertakes and represents to not:
- 3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 3.4.1.1 except to the extent expressly permitted under this agreement, 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

- 3.4.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 3.4.2 access all or any part of the Services in order to build a product or service which competes with the Services (without prior written consent); or
- 3.4.3 use the Services to provide services to third parties (unless with the prior written consent of Sentrysis); or
- 3.4.4 subject to clause 21.1, 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 Authorised Users, or
- 3.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; and
- 3.5 The Client 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 SentrySIS.
- 3.6 The Client must appoint an Authorised Person to manage the Client's use of the Software.
- 3.7 The rights provided under this clause 3 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.
- 3.8 The Client shall indemnify SentrySIS against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) if there is a breach of any of the warranties contained in this clause 3.

4. CLIENT DATA

- 4.1 The Client shall own all rights, titles and interests in all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 4.1 In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for SentrySIS to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by SentrySIS. SentrySIS shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party or a force majeure event as described in clause 15.
- 4.2 SentrySIS shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Client Data available at the Website as such document may be amended from time to time by SentrySIS in its sole discretion.

- 4.3 If SentrySIS processes any personal data on the Client's behalf when performing its obligations under this agreement, the parties record their intention that the Client shall be the data controller and SentrySIS shall be a data processor and in any such case:
- 4.3.1 the Client shall ensure that the Client is entitled to transfer the relevant personal data to SentrySIS so that SentrySIS may lawfully use, process and transfer the personal data in accordance with this agreement on the Client's behalf;
 - 4.3.2 the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 4.3.3 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. DATA PROTECTION

- 5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 5.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and SentrySIS is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject where relevant will be agreed between the parties.
- 5.3 Without prejudice to the generality of clause 5.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to SentrySIS for the duration and purposes of this agreement.
- 5.4 Without prejudice to the generality of clause 5.1, Sentrysis shall, in relation to any Personal Data processed in connection with the performance by SentrySIS of its obligations under this agreement:
- 5.4.1 process that Personal Data only on the written instructions of the Client unless SentrySIS is required by the laws of any member of the European Union or by the laws of the European Union applicable to SentrySIS to process Personal Data (**Applicable Laws**). Where SentrySIS is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, SentrySIS shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit SentrySIS from so notifying the Client;
 - 5.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against

accidental loss or destruction of, or damage to, Personal Data, 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 cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 5.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 5.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 5.4.4.1 the Client or SentrySIS has provided appropriate safeguards in relation to the transfer;
 - 5.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 5.4.4.3 SentrySIS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 5.4.4.4 SentrySIS complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.
 - 5.4.5 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.4.6 notify the Client without undue delay on becoming aware of a Personal Data breach;
 - 5.4.7 at the written direction of the Client delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 5.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and allow for audits by the Client or the Client's designated auditor.
- 5.5 The Client does not consent to Sentrysis appointing any third party processor of Personal Data under this agreement.

- 5.6 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

6. THIRD PARTY PROVIDERS

- 6.1 The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, Third Party Providers via third-party websites and that it does so solely at its own risk.
- 6.2 SentrySIS makes no representation 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 Client, with any such third party.
- 6.3 Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not SentrySIS. SentrySIS recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. SentrySIS does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. SENTRYSIS' OBLIGATIONS

- 7.1 SentrySIS undertakes that the Services will be performed with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to SentrySIS's instructions, or modification or alteration of the Services by any party other than SentrySIS or SentrySIS's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, SentrySIS will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, SentrySIS:
- 7.2.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, or the information obtained by the Client through the Services will meet the Client's requirements;
 - 7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from any interruption or failure of the Services or any failure by the Services to meet the Client's needs; and
 - 7.2.3 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 Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 7.3 This agreement shall not prevent SentrySIS 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.
- 7.4 SentrySIS warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 7.5 In relation to Incident Reports, SentrySIS will ensure
- 7.5.1 that the Client is notified of any Incidents reported via the Business Portal;
 - 7.5.2 that the witness statements automatically generated by the Software for the Incident Reports are compliant with the requirements of the Client;
 - 7.5.3 ensure the Client has access to the Information recorded via the Software as part of the Incident Reporting for the sole purposes of prevention and detection of crime.

8. CLIENT'S OBLIGATIONS

- 8.1 The Client shall:
- 8.1.1 provide SentrySIS with:
 - 8.1.1.1 all necessary co-operation in relation to this agreement; and
 - 8.1.1.2 all necessary access to such information as may be required by SentrySIS,in order to provide the Services, including but not limited to Client Data, security access information and configuration services;
 - 8.1.2 comply with all applicable laws and regulations with respect to its activities under this agreement;
 - 8.1.3 carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, SentrySIS may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 8.1.4 ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - 8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for SentrySIS, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
 - 8.1.6 ensure that its network and systems comply with the relevant specifications provided by SentrySIS from time to time;
 - 8.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to SentrySIS' data centres, and all problems, conditions, delays, delivery failures and all other loss or

damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

9.1 The Client shall pay the Charges to SentrySIS in consideration for the Services.

9.2 The Client shall on the Effective Date (and on each subsequent anniversary) provide to SentrySIS approved purchase order information acceptable to SentrySIS and any other relevant valid, up-to-date and complete contact and billing details and, SentrySIS shall invoice the Client:

9.2.1.1 on the Effective Date (and on each subsequent anniversary) for the Charges payable in respect of the initial Subscription Term; and

9.2.1.2 subject to clause 14.1, at least 30 days prior to the third anniversary of the Effective Date for the Charges payable in respect of the next Renewal Period,

and the Client shall pay each invoice within 30 days after the date of such invoice.

9.3 If SentrySIS has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of SentrySIS:

9.3.1 SentrySIS may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and SentrySIS 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% over the then current base lending rate of Barclay's Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4 All amounts and fees stated or referred to in this agreement:

9.4.1 shall be payable in pounds sterling;

9.4.2 are, subject to clause 13.4.2, non-cancellable and non-refundable unless Sentrysis suffers an insolvency event in which case the Client will be deemed to be a preferential creditor and rank ahead of any unsecured creditors in terms of any claims against any remaining distributable assets ;

9.4.3 are exclusive of value added tax, which shall be added to SentrySIS' invoice(s) at the appropriate rate.

9.5 SentrySIS shall produce an annual evaluation report setting out:

9.5.1 what savings have been made in time and costs;

9.5.2 what demand (physical hardware) the Client has had on SentrySIS server/resource provision;

- 9.5.3 the level of customer support the Client has taken up;
- 9.5.4 Potential amount of resource for the remainder of the 3rd year (projections).
- 9.6 SentrySIS shall then set the Charges for the subsequent Renewal Period based upon the evaluation report and the Charges shall be deemed to have been amended accordingly.
- 10. PROPRIETARY RIGHTS**
 - 10.1 The Client acknowledges and agrees that SentrySIS and/or its licensors own all Intellectual Property Rights in the Software and the Website. Except as expressly stated herein, this agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
 - 10.2 SentrySIS 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**
 - 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2 was in the other party's lawful possession before the disclosure;
 - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, in particular any information subject to disclosure under the Freedom of Information Act 2000 or Environmental Information Regulations 2000.
 - 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
 - 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
 - 11.4 Sentrysis shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 11.5 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute SentrySIS's Confidential Information.
- 11.6 This clause 11 shall survive termination of this agreement, however arising.
- 11.7 Sentrysis shall not make any public announcement concerning this agreement without the prior written consent of the Client, except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction. Sentrysis grants the Client permission to make a public announcement concerning the entering into of this agreement and such ongoing publicity as required.

12. INDEMNITY

- 12.1 The Client shall defend, indemnify and hold harmless SentrySIS 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 Client's use of the Services, provided that:
 - 12.1.1 the Client is given prompt notice of any such claim;
 - 12.1.2 SentrySIS provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - 12.1.3 the Client is given sole authority to defend or settle the claim.
- 12.2 SentrySIS shall defend the Client, its officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
 - 12.2.1 SentrySIS is given prompt notice of any such claim;
 - 12.2.2 the Client provides reasonable co-operation to SentrySIS in the defence and settlement of such claim, at SentrySIS's expense; and
 - 12.2.3 SentrySIS is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, SentrySIS may procure the right for the Client 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 two Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 12.4 In no event shall SentrySIS, its employees, its shareholders, its directors, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
 - 12.4.1 a modification of the Services by anyone other than SentrySIS; or
 - 12.4.2 the Client's use of the Services in a manner contrary to the instructions given to the Client by SentrySIS; or

- 12.4.3 the Client's use of the Services after notice of the alleged or actual infringement from SentrySIS or any appropriate authority.
- 12.5 The foregoing and clause 13.4.2 states the Client's sole and exclusive rights and remedies, and SentrySIS's (including SentrySIS's employees', shareholders', directors', 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**
- 13.1 This clause 13 sets out the entire financial liability of SentrySIS (including any liability for the acts or omissions of its employees, directors, shareholders, agents and sub-contractors) to the Client:
- 13.1.1 arising under or in connection with this agreement;
- 13.1.2 in respect of any use made by the Client of the Services or any part of them; and
- 13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 13.2 Except as expressly and specifically provided in this agreement:
- 13.2.1 the Client assumes sole responsibility for results obtained from the use of the Services by the Client, and for conclusions drawn from such use. SentrySIS shall have no liability for any damage caused by errors or omissions in the Information, instructions or scripts provided to SentrySIS by the Client in connection with the Services, or any actions taken by SentrySIS at the Client's direction;
- 13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 13.2.3 the Services are provided to the Client on an "as is" basis.
- 13.3 Nothing in this agreement excludes the liability of SentrySIS:
- 13.3.1 for death or personal injury caused by SentrySIS' negligence; or
- 13.3.2 for fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.2 and clause 13.3:
- 13.4.1 SentrySIS shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

- 13.4.2 SentrySIS' total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Charges paid for the Services during the 12 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

- 14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”), unless:

14.1.1 the Client gives SentrySIS notice of termination, in writing, at least **[INSERT MONTHS]** months before the end of any anniversary of the Commencement Date to take effect from the end of that particular annual period or

14.1.2 otherwise terminated in accordance with the provisions of this agreement provided always that the Charges for each Renewal Period may be amended as agreed between the parties,

and the initial Subscription Term together with any subsequent Renewal Periods shall constitute the “**Subscription Term**”.

- 14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

14.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

14.2.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified in writing to do so;

14.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

- 14.3 On termination of this agreement for any reason:

14.3.1 all licences granted under this agreement shall immediately terminate;

14.3.2 each party shall return and make no further use of any software, website, equipment, property, documentation and other items (and all copies of them) belonging to the other party;

14.3.3 SentrySIS may destroy or otherwise dispose of any of the Client Data in its possession unless SentrySIS receives, no later than ten days after the

effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. SentrySIS shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by SentrySIS in returning or disposing of Client Data; and

- 14.3.4 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. FORCE MAJEURE

SentrySIS shall have no liability to the Client under this agreement if it, or any Third Party Provider, is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of SentrySIS or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

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

- 19.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

- 19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. ENTIRE AGREEMENT

- 20.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 20.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

21. ASSIGNMENT

- 21.1 The Client shall not, without the prior written consent of SentrySIS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 21.2 The Client may not sub-licence the use of the Software.
- 21.3 SentrySIS may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership 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 does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. NOTICES

- 24.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.
- 24.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 26.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second

Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

- 24.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

25. 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 construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England 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.

Signed by **CHRIS NRIPIA**

for and on behalf of

**SENTRY SECURE INTELLIGENCE SYSTEM Director
LIMITED**

Signed by **[NAME OF EXECUTIVE]**

for and on behalf of **[INSERT POLICE [INSERT TITLE OF EXECUTIVE]
CONSTABULARY]**