

DATED

(1) CDPSoft Limited

(2) [CUSTOMER NAME]

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT is made the [] day of [month and year].

BETWEEN:

- (1) CDPSoft Limited whose registered office is at [] ("the Licensor") and
(2) [] whose registered office is at [] ("the Licensee")

WHEREAS:

- (1) The Licensor has developed and owns or has licensed from third parties certain computer software applications for the purpose of [client, property, contract, service and case management].
(2) The Licensor has agreed to grant to the Licensee a non-exclusive licence to use such programs and their associated documentation and to host the programs on its servers.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- "Acceptance Date"** the date on which the Licensed Programs are accepted (or deemed to be accepted) by the Licensee pursuant to clause 6;
- "Agreement"** this written agreement between the Licensee and the Licensor consisting of these clauses and the attached Schedules.
- "AI Functionality"** any part of the Licensed Programs that utilise Artificial Intelligence functionality or use third party services for Artificial Intelligence.
- "Annual Licence Fee"** the annual recurring combined fees for licence, software support and hosting;
- "Client"** any individual whose data or information is stored or processed in the Licensed Programs;
- "Client Data"** any data or information including Personal Data, relating to an individual person or Client that is stored or processed in the Licensed Programs and of which the Licensee or any of its Group Companies is the Data Controller or any organisation on whose behalf the Client or any of its Group Companies provides services;
- "Commencement Date"** means [enter date];
- "Data Protection"** the Data Protection Act 2018 (as replaced), UK General

Laws”	Data Protection Regulation, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended and all applicable laws and regulations relating to processing of personal data and privacy (including local), including where applicable the guidance and codes of practice issued by the Information Commissioner or other relevant supervisory authority all as amended, replaced or superseded from time to time;
“Delivery Date”	the delivery date on which the Licensed Programs are made available to the Licensee for acceptance testing specified in Clause 5 and Schedule 4 or such extended date as may be agreed by the Licensee;
“Equipment”	such computer equipment on which the Licensed Programmes will operate as set out in Schedule 1;
“GDPR”	The UK General Data Protection Regulation (GDPR);
“Initial Term”	shall be from the Commencement Date to [enter date];
“Intellectual Property Rights”	all vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration or these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which the Licensor may be entitled;
"Law"	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Supplier is bound to comply;
“Location”	authorised places of Use of the Licensed Programmes in Schedule 5;
“Licence”	the licence granted by the Licensor pursuant to Clause 2;
“Licence Fee”	the fee for the initial Licence provided under this Agreement as specified in Schedule 3;
“Licensed Program Materials”	the Licensed Programs, the Program Documentation and the Media;
“Licensed Programs”	the systems, applications and computer programs of the

	Licensor specified in Schedule 2 and all new releases and updated versions thereof;
"Media"	the media on which the Licensed Programs and the Program Documentation are recorded or printed as provided to the Licensee by the Licensor specified in Schedule 6;
"Program Documentation"	the operating manuals, user instructions, technical literature, release notes, and all other related materials in eye-readable form that may be supplied to the Licensee by the Licensor for aiding the use and application of the Licensed Programs;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Customer and "Regulatory Body" shall be construed accordingly.
"Specification"	the specification of the Licensed Programs describing the facilities and functions thereof, as set out in Schedule 6;
"Staff"	all persons employed by the Licensor and Licensee to perform its obligations under this Agreement together with the Licensor's or Licensee's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Agreement;
"Sub-Contract"	any contract or agreement between the Licensor and any third party whereby that third party agrees to provide to the Licensor services or facilities necessary for the delivery of this Agreement including any agreement with a third party for hosting the Licensed Programs ("Hosting Partner");
"Sub-Contractor"	the third parties that enter into a Sub-Contract with the Licensor;
"Use the Licensed Program Materials"	to read all or any part of the Licensed Programs from magnetic or other storage media, to load the Licensed Programs on the Equipment for the storage and running of the Licensed Programs, to read and possess the Program Documentation in conjunction with the Use of the Licensed Programs and to possess the Media, to Use the Licensed Programs in any operational, administrative, configuration or testing capacity; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

2. Grant of Licence

2.1 The Licensor grants to the Licensee a non-exclusive, royalty free licence to Use the

Licensed Program Materials on and in conjunction with the Equipment subject to the terms and conditions contained in this Agreement.

- 2.2 The Licensee shall Use the Licensed Program Materials for processing its own data for its own internal business purposes only.
- 2.3 The Use of the Licensed Program Materials is restricted to use on and in conjunction with the Equipment.
- 2.4 The Licence shall not be deemed to extend to any programs or materials of the Licensor other than the Licensed Program Materials unless specifically agreed to in writing by the Licensor.
- 2.5 The Licensee acknowledges that it is licensed to Use the Licensed Program Materials only in accordance with the express terms of this Agreement including the payment of the Annual Licence Fee and not further or otherwise.
- 2.6 The Use of Licensed Programs shall not be deemed to extend to any third party organisations or individuals engaged by the Licensee to carry out any form of consultancy, professional services or administrative services that could otherwise be subject to the payable professional services of the Licensor.
- 2.7 The availability of the AI Functionality for Use by the Licensee is at the Licensor's sole discretion. When available, the Use of AI Functionality is entirely at the risk and discretion of the Licensee. The Licensee shall bear full responsibility for the appropriateness, accuracy, utility and reliability of the AI Functionality including but not limited to generated content, transcription accuracy, recommendations and all other input or output. The Licensee shall bear full responsibility for any legal or regulatory compliance relating to the use of AI Functionality by the Licensee and shall implement working practices to ensure comprehensive human level scrutiny of all input and output of AI Functionality and oversight of its Use.

3. Term

The Licence shall commence on the Commencement Date and shall continue for the Initial Term unless terminated in accordance with any of the provisions of clause 15 or any other clause of this Agreement. After the Initial Term the Agreement shall automatically renew for a one year period on each annual anniversary of the Agreement unless either party notifies the other party in writing that it does not wish to renew the Agreement on the next anniversary such notification to be received by the other party a minimum of 90 (ninety) days before the annual anniversary.

4. Payment

- 4.1 The Licence Fee and the Annual Licence Fee shall be paid by the Licensee as provided in Schedule 3.
- 4.2 The Licence Fee, the Annual Licence Fee and other charges payable under this Agreement are exclusive of any applicable VAT and other sales tax which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.
- 4.3 The Licensor will invoice the Licensee annually in advance for the Annual Licence and Support. The Initial Term Annual Licence is payable from commencement of this Agreement.
- 4.4 Any charges payable by the Licensee under this Agreement in addition to the Licence Fee shall be paid within 30 days of the date of the Licensor's invoice.

- 4.5 The Licensor shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 4.6 The Licensor shall have the right to suspend the Use of the Licensed Program and all services under the Agreement in the event any invoice is more than 30 days overdue until such time as the invoice is paid or such other earlier time that it may determine at its sole discretion. Any such suspension shall not prejudice any rights or remedies the Licensor may have under the Agreement neither shall it alter or alleviate the ongoing obligations of the Licensee to continue to pay the Annual Licence Fee, Licence Fee and any other fees under the Agreement as if the Use of the Licensed Programs and all services were not suspended.

5. Delivery and Installation

On or before the Delivery Date the Licensor shall provide to the Licensee the necessary web address, user logins and passwords to enable the Licensee to access the Licensed Programs.

6. Testing and Acceptance

The Licensed Programs shall be deemed to be accepted in their entirety upon handover by the Licensor to the representative of the Licensee for Use of the Licensed Program Materials.

7. Copying

No copies may be made of the Program Documentation without the prior written consent of the Licensor.

8. Restrictions on Alterations

- 8.1 The parties acknowledge that the Licensed Programs are to be modified by the Licensor in order to integrate and operate with third party software as identified in Schedule 7.
- 8.2 The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Licensed Program Materials without the Licensor's prior written consent.

9. Security and Control

The Licensee shall during the continuance of the Licence:

- 9.1 effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;
- 9.2 maintain a full and accurate record of the Licensee's copying and disclosure of the Licensed Program Materials and shall produce such record to the Licensor on request from time to time.

10. Proprietary Rights

- 10.1 The Licensed Program Materials and the Intellectual Property Rights of whatever nature in the Licensed Program Materials are and shall remain the property of the

Licensor including any future changes to the Licensed Program Materials made in the performance of the Agreement.

- 10.2 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any person.

11. Intellectual Property Rights

- 11.1 The Licensor shall defend at its own expense any claim brought against the Licensee alleging that the Use of the Licensed Program Materials infringes the Intellectual Property Rights of a third party ('Intellectual Property Claim') and the Licensor shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:

11.1.1 furnishes the Licensor with prompt written notice of the Intellectual Property Claim;

11.1.2 provides the Licensor with reasonable assistance in respect of the Intellectual Property Claim;

11.1.3 gives to the Licensor the sole authority to defend or settle the Intellectual Property Claim.

- 11.2 If, in the Licensor's reasonable opinion, the Use of the Licensed Program Materials are or may become the subject of an Intellectual Property Claim then the Licensor shall either:

11.2.1 obtain for the Licensee the right to continue using the Licensed Program Materials which are the subject of the Intellectual Property Claim; or

11.2.2 replace or, with the written consent of the Licensee, modify the Licensed Program Materials which are the subject of the Intellectual Property Claim so they become non-infringing.

- 11.3 If the remedies set out in clause 11.2 above are not in the Licensor's opinion reasonably available, then the Licensee shall return the Licensed Program Materials which are the subject of the Intellectual Property Claim and the Licensor shall refund to the Licensee the corresponding portion of the Licence Fee, as normally depreciated, whereupon this Agreement shall immediately terminate.

- 11.4 The Licensor shall have no liability for any Intellectual Property Claim resulting from the Use of the Licensed Program Materials in combination with any equipment (other than the Equipment) or programs not supplied or approved by the Licensor or any modification of any item of the Licensed Programs by a party other than the Licensor or its authorised agent.

12. Warranties

- 12.1 The Licensor warrants that it has the right to grant the Licence to the Licensee.

- 12.2 The Licensor shall ensure that itself and its servants, agents and Sub-Contractors take all reasonable precautions to ensure that no known viruses for which detection and antidote software is generally available are coded or introduced into the Licensed Programs.

- 12.3 If the Licensor receives written notice from the Licensee after the Acceptance Date of any breach of the said warranties then the Licensor shall at its own expense and within 4 weeks after receiving such notice remedy the defect or error in question.

- 12.4 When notifying a defect or error the Licensee shall (so far as it is able) provide the Licensor with a documented example of such defect or error.

- 12.5 The said warranties above shall be subject to the Licensee complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability set out in clause 13 below. In particular, the said warranties shall not apply to the extent that any defect in the Licensed Programs arose or was exacerbated as a result of:
- 12.5.1 incorrect use, operation or corruption of the Licensed Programs;
 - 12.5.2 any unauthorised modification or alteration of the Licensed Programs;
 - 12.5.3 use of the Licensed Programs with other software or on equipment with which it is incompatible.
- 12.6 To the extent permitted by applicable law, the Licensor:
- 12.6.1 disclaims all other warranties with respect to the Licensed Programs and the AI Functionality, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;
 - 12.6.2 makes no warranty that the Licensed Programs and AI Functionality are error free or that its use will be uninterrupted and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of this Agreement;
 - 12.6.3 does not give any warranty in respect of third party products listed in Schedule 8. The Licensor will pass on to the Licensee the benefit of any third party warranty supplied by a third party manufacturer or supplier.

13. Liability

- 13.1 The Licensor shall during the term of this Agreement maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £5,000,000 Employer's Liability, £5,000,000 Public Liability as well as £1,000,000 Professional Indemnity, and with an insurance company of repute. The Licensor shall on request supply copies of the relevant certificates of insurance to the Licensee as evidence that such policies remain in force. The Licensor undertakes to use reasonable commercial efforts to pursue claims under such insurance policies.
- 13.2 Each party shall indemnify the other party for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 13.3 The Licensor will indemnify the Licensee for direct damage to tangible property caused solely by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement. The Licensor's total aggregate liability under this clause whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement or any part thereof (including as a result of negligence) shall be limited to 125% (one hundred and twenty five per cent) of the aggregate payments made by the Licensee to Licensor in respect of that part of the Services in the preceding 12 months.
- 13.4 Save in respect of claims for death or personal injury arising from the Licensor's negligence, in no event will the Licensor be liable for any damages resulting from loss of data or use, use or reliance on the AI Functionality including any form of input or output, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of the Licensor whether such damages were reasonably foreseeable or actually foreseen.

- 13.5 Except as provided above in the case of personal injury, death and damage to tangible property, the Licensor's maximum liability to the Licensee under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the greater of:
- 13.5.1 the sum for which the Licensor carries comprehensive insurance cover pursuant to clause 13.1 above; or
 - 13.5.2 a sum equivalent to the price paid to the Licensor for the products or services that are the subject of the Licensee's claim, plus damages limited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Licensee in obtaining alternative products and/or services.
- 13.6 The parties acknowledge and agree that the limitations contained in this clause 13 are reasonable in the light of all the circumstances.
- 13.7 The Licensee's statutory rights as a consumer (if any) are not affected. All liability that is not expressly assumed in this Agreement is excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. For the purposes of this clause, the 'Licensor' includes its employees, Sub-Contractors and suppliers who shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.
- 13.8 The Licensee shall indemnify the Licensor for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 13.9 The Licensee shall indemnify the Licensor against any losses incurred by the Licensor for any breach of clause 2 or 10 by the Licensee.
- 13.10 The Licensee shall indemnify the Licensor for any third-party claims relating to the use of AI Functionality by the Licensee.

14. Confidential Information

- 14.1 Both parties to this Agreement undertake, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidential, including, without limitation, information contained or embodied in the Licensed Program Materials, the Specification, and other information supplied by the Licensee or Licensor (in this Agreement collectively referred to as 'the Information') with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 14.2 Both parties shall not without the prior written consent of the other party divulge any part of the Information to any person except:
- 14.2.1 to their own employees and then only to those employees who need to know the same;

- 14.2.2 to either party's auditors, an officer of Inland Revenue, an officer of HM Customs and Excise, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation;
- 14.2.3 any person who is for the time being appointed by either party to maintain the Equipment on which the Licensed Programs are for the time being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person to properly maintain the Equipment.
- 14.3 Both parties undertake to ensure that persons and bodies referred to in clause 14.2 are made aware before the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.
- 14.4 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- 14.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Agreement.

15. Termination

- 15.1 The Licensor may terminate the Licence forthwith on giving notice in writing to the Licensee if:
 - 15.1.1 the Licensee commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the Licensor to do so, to remedy the breach (such request to contain a warning of the Licensor's intention to terminate); or
 - 15.1.2 the Licensee permanently discontinues the Use of the Licensed Program Materials; or
 - 15.1.3 The Licensee fails to pay the Licence Fee or the Annual Licence Fee within 90 days of the date of the Licensor's invoice.
- 15.2 If the Licensor is unable to resolve Major Errors as set out in Schedule 8 more than twice within a calendar month period, the Licensee may request an Exception Report which sets out the circumstances, corrective actions and timescales for their resolution. These will be discussed between the Licensor's Business Consultant responsible for the Licensee and the nominated representative for the Licensee. If the Licensor fails to meet the corrective actions in the Exception Report, or unresolved Major Errors occur again for the same reason, the Licensee may request a meeting with the Managing Director of the Licensor to discuss the issue – such meeting to take place within 21 days of the request. If the Licensee is not satisfied with the resolution of that discussion, the Licensee shall have the right to terminate the contract giving 90 days' notice and the Licensor shall provide electronic copies of the data in Licensed Programs to the Licensee before the expiry of that period. The Licensor shall refund to the Licensee the pro-rata portion of the Annual Licence Fee paid in advance whereupon this Agreement shall immediately terminate.
- 15.3 If the Licensor is unable to resolve the same persistent Serious Error as set out in Schedule 8 more than three times within a calendar month period, the Serious Error shall be regarded as a single Major Error for the purposes of Clause 15.2 only.

- 15.4 The Licensee's right to terminate set out in clause 15.2 must be exercised within 60 days of the first Major Error commencement. On expiry of the 60 day period, the Licensee's right to terminate in relation to those specific Major Errors shall cease.
- 15.5 Save as expressly provided in Clause 15.1, 15.2 and 15.3 or elsewhere in this Agreement the Licence may not be terminated.
- 15.6 Forthwith upon the termination of the Licence, the Licensee shall return to the Licensor the Licensed Program Materials (but excluding all Client Data) and all copies of the whole or any part thereof or, if requested by the Licensor, shall destroy the same (in the case of the Licensed Programs by erasing them from the magnetic media on which they are stored) and certify in writing to the Licensor that they have been destroyed. PROVIDED THAT the Licensee may extract and store any Licensee data (including Client Data) upon a separate media for continuity purposes.
- 15.7 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 15.8 The Licensor shall not decommission the hardware on which the data is owned until the earlier of delivery of the extract set out in 15.9 to the Licensee or 30 days from the termination date. On decommissioning of the hardware, the Licensor shall securely destroy all copies of the data owned by the Licensee including the Client Data still held by the Licensor and provide the Licensee with written evidence of such secure destruction as soon as reasonably practicable after the destruction but within no more than 15 days after the requisite destruction. The Licensee agrees that Personal Data (including Client Data) may remain on the backup systems and storage of the Licensor for up to fourteen months after the termination of this Agreement until it cycles out of the backup programme of the Licensor.
- 15.9 Without prejudice to clauses 15.2, 15.6 and 15.8, the Licensor shall within 30 days of the termination of this Agreement and only at the written request of the Licensee (such written request to be received by the Licensor within 14 days of the termination of this Agreement) return all Personal Data processed and held on the Licensed Programs on behalf of the Licensee under this Agreement (including all Client Data). The Licensor shall provide the Personal Data (including all Client Data) as a copy of the Database on data storage media or streamed to a secure file transfer location supplied by the Licensee. Where collection of Personal Data (including all Client Data) in person is agreed, a duly authorised representative of the Licensee must collect the extract in person and the Licensor's obligation to return the Personal Data will be fulfilled when it notifies the Licensee that the Personal Data (including all Client Data) is available for collection. Within 30 days of the termination of this Agreement, or within 30 days of a written request of Licensee to return all Personal Data (whichever is later), the Licensor shall destroy all copies of the same and notify the Licensee that it has done so. For the avoidance of doubt, the Licensor shall have no obligation to retain or return the Personal Data (including all Client Data) if a written request to return all Personal Data (including all Client Data) is not received by the Licensor within 14 days of termination of this Agreement or if the data storage media is not collected within 14 days of the Licensor notifying the Licensee it is ready for collection or if the secure file transfer location is not provided to the Licensor by the Licensee within 14 days of the written request to return Personal Data (including all Client Data).
- 15.10 The Licensor shall be entitled to charge for the assistance set out in 15.8 and 15.9 at its standard daily rate set out in Schedule 3 in the event of a termination of this Agreement resulting from a breach of this Agreement by the Licensee or either party giving notice as set out in Clause 3 but such charge shall not exceed £5,250 plus VAT.

16. Data Protection

- 16.1 For the purposes of this Clause 16, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meanings prescribed under the Data Protection Laws. With respect to the Parties' rights and obligations under the Agreement, the parties agree that the Licensee is the Data Controller or Data Processor and that the Licensors are Data Processors (and sub-processors) of the Licensee in relation to the Client Data.
- 16.2 Each Party warrants and undertakes to the other that it: i) shall, in connection with this Agreement, comply with the provisions of the Data Protection Act Laws, any modification, consolidation or re-enactment thereof, ii) shall not perform its obligations under this Agreement in such a way to cause the other party to breach its obligations and the Data Protection Laws, and iii) that all Client Data Processed by the Licensors shall be in accordance with the provisions set out at Schedule 12 and all reasonable instructions of the Licensee (which may be specific instructions or instructions of a general nature).
- 16.3 Each Party shall indemnify the other Party against any reasonable losses, liabilities and costs which it suffers solely and directly as a result of a breach of this Clause 16 or from any breach of the Data Protection Laws. This obligation shall survive the termination or expiry of this Agreement.
- 16.4 The Licensors shall grant to the Licensee, its authorised agents and any regulator of the Licensee, access to its premises, facilities, equipment, documents and electronic data including such records as may be reasonably requested to verify the Licensors' compliance with this Agreement, including the Processing of Client Data by the Licensors.
- 16.5 The Licensors acknowledge that the Licensee may from time to time have contractual obligations with others and therefore is subject to the requirements of the Freedom of Information Act (FOIA). The Licensors shall:
- 16.5.1 provide all necessary assistance and cooperation as reasonably requested by the Licensee from time to time, to enable the Licensee to comply with those contractual obligations;
- 16.5.2 transfer to the Licensee all Requests for Information, including relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
- 16.5.3 provide the Licensee with a copy of all Information belonging to the Licensee requested in the Request for Information which is in its possession or control in the form that the Licensee requires within two (2) Business Days (or such other period as the Licensee may reasonably specify) of the Licensee's request for such Information; and
- 16.5.4 in no event respond directly to a Request for Information under FOIA unless authorised in writing to do so by the Licensee.

17. Interpretation

- 17.1 In this Agreement unless the context otherwise requires:
- 17.1.1 words importing any gender include every gender;
- 17.1.2 words importing the singular number include the plural number and vice versa;

- 17.1.3 words importing persons include firms, companies and corporations and vice versa;
- 17.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 17.1.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 17.1.6 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- 17.1.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 17.1.8 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 17.1.9 any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

17.2 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body of this Agreement shall take precedence.

18. Agency, Partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

19. Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.

20. Announcements

No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

21. Assignment

- 21.1 This Agreement is personal to the parties and, subject to clause 21.2 below, neither this Agreement nor any rights, licences or obligations under it, may be assigned by either party without the prior written approval of the other party.
- 21.2 Notwithstanding the foregoing, either party may assign, novate or otherwise transfer this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement.

22. Entire Agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating

to the subject matter of this Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

23. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.

- 23.1 any costs arising from such delay shall be borne by the party incurring the same;
- 23.2 either party may, if such delay continues for more than 10 weeks, terminate this Agreement forthwith giving notice in writing to the other by reason of such termination.

24. Notices

- 24.1 All notices under this Agreement shall be in writing.
- 24.2 Notices shall be deemed to have been duly given:
 - 24.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 24.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 24.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid,

in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

25. Schedules

The provisions of Schedules 1-12 shall form part of this Agreement as if set out here.

26. Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

27. Successors and Assignees

- 27.1 This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.
- 27.2 In this Agreement references to a party include references to a person:

- 27.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights; or
- 27.2.2 who as administrator, liquidator or otherwise, is entitled to exercise those rights,
- 27.2.3 and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

28. **Waiver**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

29. **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same Agreement.

30. **Subcontracting**

- 30.1 With the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed) the Licensee may perform any or all of its obligations under this Agreement through agents or Sub-Contractors, provided that the Licensee shall remain liable for such performance and shall indemnify the Licensor against any loss or damage suffered by the Licensor arising from any act or omission of such agents or Sub-Contractors.
- 30.2 Subcontracting shall not relieve the Licensee of its obligations under this Agreement. The Licensee shall remain solely liable for their agents or sub-contractors.

31. **Language**

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

32. **Costs and Expenses**

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

33. **Set-off**

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

34. Third Parties

Subject to clause 13.7 above, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

35. Proper Law and Jurisdiction

35.1 This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English law notwithstanding the conflict of law provisions and other mandatory legal provisions save that:

35.1.1 the Licensor shall have the right to sue to recover its fees in any jurisdiction in which the Licensee is operating or has assets; and

35.1.2 the Licensor shall have the right to sue for breach of its intellectual property rights and other proprietary information and trade secrets ('IPR') (whether in connection with this Agreement or otherwise) in any country where it believes that infringement or a breach of this Agreement relating to its IPR might be taking place. For the avoidance of doubt, the place of performance of this Agreement is agreed by the parties to be England.

35.2 Each party recognises that the other party's business relies upon the protection of its IPR and that in the event of a breach or threatened breach of IPR, the other party may be caused irreparable damage and such other party may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of its IPR.

35.3 With respect to all other disputes which are not IPR related pursuant to clauses 35.1 and 35.2 above and its special rules the following procedures in clauses 35.4 to 35.5 shall apply. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each of the parties ('representatives') shall meet in person or communicate by telephone within 5 business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. The representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives of each party shall meet in person or communicate by telephone, to facilitate an agreement within 5 business days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 5 business days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its legal remedies as provided below.

35.4 If the parties cannot resolve a dispute in accordance with the procedure in clause 35.3 above, then they shall with the assistance of the Centre for Effective Dispute Resolution ('CEDR'), seek to resolve the dispute or difference amicably by using an Alternative Dispute Resolution ('ADR') procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen, the matter shall be settled in accordance with the procedure below.

35.5 If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this

Agreement.

36. Non-poaching of Staff

The Licensee covenants with the Licensor that it shall not either during the term of this Agreement or within a period of 6 months thereafter directly or indirectly entice away or endeavour to entice away from the Licensor any person who has during the previous 12 months been employed by Licensor to perform this Agreement.

37. Compliance with Relevant Law

Both parties will comply with all applicable laws, rules and regulations in respect of all activities conducted under this Agreement.

38. Slavery and Human Trafficking

38.1 Informing its obligations under the agreement, the Licensor shall:

38.1.1 Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015; and include in its new contracts with its sub-contractors and suppliers anti-slavery and trafficking provisions that are at least as onerous as those set out in this clause 38.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

David Gardner, Managing Director
for and on behalf of CDPSoft Limited

SIGNED by

for and on behalf of _____

SCHEDULE 1

The Equipment

The Equipment shall be the Licensor's servers in its hosted facility.

SCHEDULE 2

Licensed Programs

Enter as appropriate:

- Major module list and options.
- Minor module list and options.
- Configuration shape name (if appropriate).

The embedded reporting tool known as **WISDOM**.

SCHEDULE 3
Licence Fees and Charges

Licenses, Support and Hosting

Description	Total Cost (excluding VAT)
Annual Recurring Licences, Support and Maintenance: - Major Modules - Minor Modules	£ £
Onboarding Services	£
Offboarding Services	£
Training	£
Data Migration	£

VAT is charged at the prevailing rate.

The Licence Fee includes:

- A Corporate licence for [enter # and type] users provided the use of the system is directly and wholly related to [].
- Project Management reasonably required to meet the Licensor's obligations under the Agreement.
- Up to [] Professional Service days for implementation of core modules.
- Up to [] Professional Service days for the implementation of optional modules, if completed at the same at the same time as the core modules implementation.
- Up to [] days training, to include train-the-trainer, forms building, reports building.
- Up to [] days for basic data migration.
- Pricing is based on the Licensor's products as is and as varied by the Licensor from time to time at its sole discretion.
- All system testing and post live support.
- Any 3rd Party software required for the operating of the Licensed Programs.

The Annual Licence Fee includes:

- All annual hosting services including data back-up.
- System Software.

- All mandatory software releases and updates.
- Server operating the Licensed Programs will be available 24 x 7 excluding scheduled downtime, software releases and updates, and emergency security patches. The Licensor will use all reasonable endeavours to meet a 99% Service Level against this target.
- Software Support and Maintenance (3rd Line Support only, 0900-1700 hours, Mon-Fri excluding public holidays).
- Pricing is based on the Licensor's products as is and as varied by the Licensor from time to time at its sole discretion.

Notes on Fees, Pricing and Scope:

- All new core software releases and updates, as determined by the Licensor, are mandatory and may be applied to the Licensed Programs remotely and without prior notice. For the avoidance of doubt, software releases and updates may include optional chargeable modules or features, the availability and cost of which shall be at the sole discretion of the Licensor.
- Reports are the responsibility of trained staff of the Licensee.
- Standard Letters are the responsibility of trained staff of the Licensee.
- Forms are the responsibility of trained staff of the Licensee.
- All professional services (including training) delivered by the Licensor are remote, via video/audio-based services such as Microsoft Teams.
- Annual fees (annual licence, support and hosting) are mandatory for continued Use of the Licensed Program Materials.
- Use of the SMS platform is subject to the Licensee purchasing SMS credits from the Licensor in advance, at the rates listed in Other Fees.
- Use of SMS Two Factor Authentication uses SMS credits payable by the Licensee in advance at the rates listed in Other Fees.
- Use of App-Based Two Factor Authentication requires App Credits payable by the Licensee in advance.
- Use of credit, token or other usage based fees in the AI Functionality shall be solely the responsibility of the Licensee. Such fees will be charged to the Licensee by the Licensor in addition to other fees set out in the Agreement. If the Licensor permits the Licensee to connect and utilise the Licensee's own third party AI service accounts, the Licensee shall remain solely responsible for all charges incurred by the third party accounts via, or related to, the AI Functionality and Licensed Programs.
- Use of the Offline Forms Module is subject to the Licensee possessing the relevant Adobe Acrobat Pro licence to build Offline PDF Forms, and the Licensee shall be responsible for its own training in relation to building Adobe PDF Forms. The Licensor shall provide guidance on data bindings and rules but not on the general use of Adobe for building PDF Forms.

- Interfaces to 3rd Party systems, if required, are subject to a separate quote based on the scope of the requirements.
- Any changes made by the Licensor to the Licensed Programs for the benefit of clients over and above the official specification are made using reasonable endeavours.
- Out of scope work will be billed at the rates listed in Other Fees in this Schedule. No work will be undertaken without the prior agreement of the Licensee.
- Anything not expressly stated in this Agreement as an included Task is considered an excluded task.
- Fees are varied by the Licensor from time to time at its sole discretion.
- 1st and 2nd Line Support is not included in this Agreement.

Payment

- Where applicable, Onboarding Services are payable on commencement of the Agreement.
- The Annual Recurring Licence, Support and Maintenance fees are payable annually in advance on commencement of the Agreement. Invoices are payable within 30 days of the date of the invoice. Invoices for subsequent years will be issued approximately 60 days prior to each renewal anniversary.
- Where applicable, Offboarding Services such as those set out in 15.8, 15.9, 15.10 are payable within 30 days of the date of invoice.

Other Fees

1. Out of scope work (including, where applicable, the implementation of modules and components) starting at **£1,380 per day excluding VAT**, billable in half-day units. No work will be undertaken without the prior agreement of the Licensee. This includes any charges for reports or change requests that fall outside of the terms of Schedule 6.
2. Additional Training starting at **£1,380 per day excluding VAT and expenses** including course preparation. This fee excludes hard copy notes.
3. In the event the Licensor agrees to provide any services or work at the Licensee's premises, or premises arranged by the Licensee, fees in point 1 and 2 above will assume travel and accommodation expenses are an additional charge for onsite visits at cost +5% admin charges.
4. The Licensee is required to purchase SMS Credits from the Licensor in advance to use the SMS Platform. **The per SMS Credit Fee are as follows. The minimum order is 100,000 SMS Credits** starting at £8,900 plus VAT.

SCHEDULE 4

Delivery Date

Subject to the full cooperation of the Licensee, the Licensed Programs will be delivered and implemented within [TBD] days of the Commencement Date.

SCHEDULE 5

Location

The Licensed Programs are authorised for use by the Licensee in any location in the United Kingdom provided it is exclusively for the Licensee's direct clients only.

SCHEDULE 6

Specification

1) General Specification

The Licensed Programs, including the AI Functionality, will work in accordance with the Licensor's product documentation as amended from time to time.

The Licensor will, from time to time, release upgrades/updates and enhancements to the Licensed Programs. It is anticipated that this will initially be 1-2 times per year although the frequency may be increased or reduced depending on feature requests, support activity and product maturity. Upgrades/updates and enhancements are included as part of the Licence Fee.

The Licensor reserves the right to charge for optional major module additions.

The Licensor reserves the right to alter, suspend, restrict or permanently discontinue the AI Functionality, or any part of it, at any time at its sole discretion and without notice.

SCHEDULE 7

Details of Third Party Software

JasperReport LPGL commercial open source software is used within **WISDOM**.

Oracle is currently used for the database in the Licensed Programs. The Licensor is also permitted to use any alternative database that it requires at its sole discretion alongside, or instead of, Oracle (e.g. PostgreSQL).

FullCalender.io is used in the Licensed Programs.

AI Functionality may include integration with Large Language Models (LLM), Generative AI models, AI language models or other Foundation models, as well as third party services that provide them.

SCHEDULE 8

Software Support and Service Levels

Hosting System Availability

The Hosting Servers for the Licensed Programs will be available 24 x 7 excluding scheduled downtime and emergency security patches. The Licensor will use all reasonable endeavours to meet a 99% Service Level against this target.

Software Support and Service Levels

CDPSoft covers the rapid correction of any errors in the code, crashes, loss of data, performance management, regular security penetration testing (where appropriate); plus ongoing enhancements of the Licensed Programs.

We undertake to provide a number of people who understand the client system and are able to both provide necessary support for ongoing issues and also to deliver any necessary upgrades/updates. One of the team will be assigned as lead role for client and it will be part of this individual's job to maintain effective working relationships with client personnel so that a professional service can be provided. We believe that this is key to a successful on-going relationship.

Initially this person will be one of the senior developers of the system. This person may be changed from time to time with a fully trained alternative. Our documentation and knowledge transfer processes ensure that adequate knowledge of the system is retained in the company. Our very low staff turnover helps to retain expert knowledge over time.

We will use all reasonable endeavours to adhere to the following Service Level Agreement. We have a HelpDesk and use a HelpDesk system to track and monitor calls. All support queries must be received by the HelpDesk system.

Error Category	Response Time (Phone)	Response Time (Onsite)*	Temporary Fix	Permanent Fix**
Major Error	4 hrs	Same day if received by 16:00	1 Working Day	5 Working Days
Serious Error	4 hrs	Next Day	1 Working Day	5 Working Days
Other Error	4 hrs	By agreement	5 Working Days	10 Working Days

* Onsite is not standard in the Service Level Agreement.

** A Permanent Fix may be achieved within 1 to 10 Working Days but may be included in a future software release which will require an upgrade/update at a later date at the Licensor's sole discretion.

Definitions

Major Error	An error which prevents the entire software or full module of the software from being run and/or disables the software or module.
Serious Error	Failure of a major feature or serious performance degradation.
Other Error	Any other error that does not fall within the Major or Serious category.

Response Time	The time from receipt and acknowledgement of the call until the CDP call back from the CDP Helpdesk stating the course of action to be taken facilitate a Temporary or Permanent fix.
Temporary Fix	An acceptable work around for the error which allows the customer to operate the software without substantial degradation in performance.
Permanent Fix	Is a permanent solution which fully restores the system to working order.

Prior to the commencement of live operation of the software, we will request authority from the client's Project Manager allow us to make Emergency Out of Hours changes to the Software if it is considered to be the only course of action which can be taken to restore the Software under a Major Error. Any changes during normal working hours will require the consent of duly authorised client staff.

The following changes are excluded from the standard support and warranty arrangements:

Category	Description
Unauthorised software modification	Defects or errors caused by any changes to the software code by non-CDP personnel unless specifically approved by CDP.
Changes to the server environment (unless hosted by CDP)	Defects or error caused by changes to the client's own hosting environment that have not been pre-approved by CDP (e.g. server operating system, shared server files etc). This is only relevant to client hosted systems rather than systems hosted by CDP.
Operator Error	Defects or errors in the software resulting from use of the software for a purpose (or in a manner) it is not intended or designed for.
Unsupported changes to end user equipment	Defects or errors in the personal computer of the end user than are not supported by the software. E.g. the change or removal of required components such as the Sun Java plugin required for the GIS to operate. This does not apply to the normal advance of technology (e.g. new versions of supported internet browsers) which is deemed to be in scope.
Client supplied hardware or software failure	Defects or errors in the operation of the software caused by the failure of server hardware software provided by the client.

SCHEDULE 9
End User License Agreement (“EULA”)

The EULA is part of the Agreement and may be varied from time to time by the Licensor on the Licensed Programs which will be subject to acceptance on the Licensed Programs by users of the Licensee in the normal way. In the absence of acceptance of a version, the most recently accepted version of the EULA shall prevail.

The version in operation on commencement of the Agreement is listed below. This version is deemed to be accepted by the Licensee on signature of this Agreement:

END USER LICENSE AGREEMENT (EULA) March 2023 V1.2

SCHEDULE 10

Hosting Location

Hosting Location

Data will be held at the premises of the Licensor's Hosting Partner which may be changed from time to time by the Licensor and any new facilities shall have full ISO27001 accreditation. During the notice period the Licensee has the right to object in writing on reasonable grounds, should no rejection been raised then the premises change will commence.

The Licensor shall give the Licensee four weeks' notice of any proposed change to the Hosting Partner.

The current Hosting Partner is:

X-Net (Services) Ltd
Location: United Kingdom

The Licensor may also host and operate the Licensed Programs, store data and facilitate business continuity services in a secure online Cloud hosting environment subject to such online Cloud being set to UK only data residency at all times.

SCHEDULE 11
Licensor Team and Escalation

The Single Point of Contact for the Licensee shall be:

[Name]
Senior Business Consultant

T:
M:
E:

For project, commercial and contractual issues, the Licensee should contact:

[Name]
Senior Manager

T:
M:
E:

SCHEDULE 12

GDPR

- 1.1 The parties acknowledge that for the purposes of the Data Protection Laws, the Licensee is the Data Controller and the Licensors are the Data Processors (where “Data Controller” and “Data Processor” have the meanings as defined in the Data Protection Laws). Appendix A to this Schedule 12 sets out the scope, nature and purpose of processing by the Licensors, the duration of the processing and the types of personal data and categories of data subject (“Client Data” has the meaning as defined in this Agreement and “Data Subject” as defined in the Data Protection Laws).
- 1.2 The Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Data to the Licensors for the duration and purposes of this Contract. For the avoidance of doubt, this obligation on the Licensee extends to Sub-Contractors.
- 1.3 The Licensors shall, in relation to any Client Data processed in connection with the performance by the Licensors of its obligations under this Agreement:
- (a) only permit the Client Data to be Processed under this Agreement on behalf of the Licensee and for the sole purpose of performing and meeting the Licensors’ express obligations under this Agreement and process that Client Data only on the written instructions of the Licensee unless the Licensors are required by the laws of any member of the United Kingdom or by the laws of the United Kingdom applicable to the Licensors to process Client Data (“Applicable Laws”). Where the Licensors are relying on laws of a member of the United Kingdom or United Kingdom law as the basis for processing Client Data, the Licensors shall promptly notify the Licensee of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Licensors from so notifying the Licensee and further the Licensors shall immediately inform the Licensee if in its opinion any instruction of the Licensee infringes the Data Protection Laws;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Data and against accidental loss or destruction of, or damage to, Client 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 Client Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Client 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);
 - (c) ensure that all personnel who have access to and/or process Client Data are obliged to keep the Client Data confidential and are bound by legal or statutory obligations of confidentiality and are trained in accordance with Good Industry Practice; and
 - (d) not transfer any Client Data outside of the United Kingdom without the prior written consent of the Licensee and the following conditions are fulfilled:

- (i) the Licensee or the Licenser has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Licenser complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Client Data that is transferred; and
 - (iv) the Licenser complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the Client Data;
- (e) assist the Licensee, at the Licensee's reasonable cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and provide the Licensee with all reasonable co-operation and assistance in relation to any complaint or request made in respect of any Client Data, including by:
- (i) providing the Licensee with full details of the complaint or request and strictly in accordance with the Licensee's reasonable instructions;
 - (ii) complying with a request promptly and in any event within the relevant timescales set out in the Data Protection Laws and strictly in accordance with the Licensee's instructions;
 - (iii) provide the facility within the Licensed Programs for the Licensee to itself extract any Client Data it holds in relation to a Data Subject making a complaint or request, within the timescales required by the Licensee. In the event the Licensee requires Client Data in a different format to the native format and output of the Licensed Programs, the Licenser shall be entitled to charge reasonable fees for providing the new format and any timescales in this Agreement shall be automatically extended to enable the new format to be provided by the Licenser as soon as reasonably practicable; and
 - (iv) providing the Licensee with any information reasonably requested by the Licensee;
- (f) notify the Licensee immediately on becoming aware of a Client Data breach or breach of Personal Data under this Agreement;
- (g) at the written direction of the Licensee, delete or return Client Data and all copies thereof to the Licensee on termination of the Agreement, in accordance with clauses 15.8, 15.9 and 15.10, unless required by Applicable Law to store the Client Data in which case the Licenser shall not use the Client Data for any other purpose, shall keep all such data confidential and shall not actively process such data for any purpose other than storage and back up;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 12 and the Data Protection Laws and allow for audits and inspections by the Licensee, the Licensee's designated auditors, the Information Commissioner's Office or Charity Commission
- (i) the Licenser shall provide the facility within Licenced Programs for the Licensee to

amend, transfer or delete the Client Data and the Licensor shall not recover or restore such data unless on the Customer's written instructions; and

- (j) promptly (but in any event within five (5) days) notify the Licensee if it receives:
 - (i) a request from a Data Subject to exercise its rights in respect of Client Data; or
 - (ii) a complaint or request relating to the Licensee's obligations under the Data Protection Laws; or
 - (iii) any other communication relating directly to the Processing of any Client Data in connection with this Agreement;
 - (k) not modify the contents of the Client Data and not disclose or permit the disclosure of any of the Client Data to any third party (including for the avoidance of doubt the Data Subject itself) unless required to do so by Data Protections Laws or authorised in writing by the Licensee or otherwise authorised pursuant to this Agreement.
- 1.4 The Licensor is permitted to use any Sub- Contractor as a sub processor as set out in Schedule 11. The Licensor shall seek the prior written consent of the Licensee where it wishes to appoint new any third-party processor of Client Data under this Agreement. The Licensor confirms that where it is granted consent it will enter with the third-party processor into a written agreement incorporating all of the terms set out in this Schedule 12. As between the Licensee and the Licensor, the Licensor shall remain fully liable for all acts or omissions of any third-party processor appointed by it in respect of this Agreement.
- 1.5 Either party may, at any time on not less than 30 days' notice, request that the other party consider revisions to this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement), but any such changes will be subject to the written agreement of both parties in accordance with clause 19 of this Agreement.
- 1.6 Where the Licensee is required to put remedial or other actions or safeguards into place as a result of a supervisory authority's or regulator's direction or decision, the Licensor shall assist and cooperate with the Licensee at no further expense to make any changes, modifications or to take any action as may be directed (including within any timescale provided) from time to time.
- 1.7 At the Licensee's request from time to time, the Licensor shall provide to the Licensee a copy of all Client Data held by the Licensor as a copy of the Oracle database. The Licensor shall provide the extract within 30 days of such request on a CD-ROM or other large data storage media. A duly authorised representative of the Licensee must collect the extract in person and the Licensor's obligation will be fulfilled when it notifies the Licensee that the Client Data is available for collection. In the event the Licensee requires Client Data in a different format to the native format and output of the Licensed Programs, the Licensor shall be entitled to charge reasonable fees for providing the new format and any timescales in this Agreement shall be automatically extended to enable the new format to be provided by the Licensor as soon as reasonably practicable.

Appendix A - Data Protection Processor Particulars

Description	Details
Subject matter of the processing	Hosting and support of Client Data and case management system. Data relating to clients, advisors to clients, contacts of clients, relationships of clients, advocates of clients, staff and subcontractors/consultants/agents of the Licensee, service users, referral partners (and their staff and service users), service users engaged directly or indirectly with the Licensee, system users, partners (and their staff and service users), services (and their service users) and other third parties relating to the above. Processing shall include live data processing, data reporting, data audit, executing data retention policies, data backup and disaster recovery, testing and other activities covered under the Agreement or requested by the Licensee.
Duration of the processing	[DATE] to any such time as the Agreement is terminated.

Nature and purposes of the processing	The nature of the processing includes any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) that relates to any form of activity relating to the client and case management function including referrals, assessments, placements, placement offers, needs matching, tasks/actions, events, case notes, files/documents, family units, risk assessments, support plans, other care or housing related plans, electronic and offline forms, signposting, agency access and data sharing, production of letters and other templates, contract and finance, periodic records, data returns to statutory and regulatory bodies. The Licensee is solely responsible for communicating and issuing privacy notices. The Licensor is not responsible for communicating or issuing any privacy notices under this agreement. The Licensee is solely responsible for gaining, reviewing, editing, rectifying and removing consent including but not limited to data recording, data processing, data analysis, data reporting, data backup and testing. The Licensee is solely responsible for acting on preferences/opt outs including SMS/Text messaging, emails, letters, marketing and other forms of communication with citizens, users and other Data Subjects held on the Licensed Programs.
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Type of Client Data	Name and Address History Contact Details. Professional/personal contacts of the Data Subject. Relationships of the Data Subject including dependents. Full diversity information including ethnicity, nationality, sexual preferences, gender identity, disability, religion. Care, Support and Housing needs. Risk and Safeguarding information. Financial history and status. Housing history and status. Employment history and status. Support and care preferences. Current and historic information relating to referrals for care, support and housing. Current and historic information relating to placements and offers of placements for care, support, housing, risk or safeguarding. Assessments including risk and financial assessments. Matching against provision for care and support providers. Documents and files including letters, proof of identity, proof of income, proof of residency etc. Photographs. Current and historic behaviour. Expert and supporting information on current and historic behaviour. Family Units. Courses and Attendance.
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Categories of Data Subject	Examples include but are not limited to; staff (including volunteers, agents, and temporary workers), customers/ clients, members of the public, website users, referring agencies, partners.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Clauses 15.8, 15.9 and 15.10 of this Agreement apply for the return and destruction of data once the processing is complete and this Agreement is terminated. In the event that the Licensee does not submit a written request for the return of all Personal Data in accordance with 15.8, the Licensor shall proceed with the secure destruction of all copies of the data owned by the Licensee (including all Personal Data and Client Data) no later than 30 days from the termination date in accordance with 15.8. The Licensee agrees that Personal Data (including Client Data) may remain on the backup systems and storage of the Licensor for up to fourteen months after the termination of this Agreement until it cycles out of the backup programme of the Licensor.