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INTEC'S DATA INTELLIGENCE SOLUTION TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:
- 1.1.1 "THE COMPANY" means INTEC For Business Limited, trading as INTEC Public Sector, whose registered office is at Alex House, 260-8 Chapel Street, Salford, Manchester M3 5JZ;
 - 1.1.2 "THE CLIENT" means the person set out in the Order Form who has placed an order for the Software and Services;
 - 1.1.3 "Agreement" means the Order Form and these Terms and Conditions;
 - 1.1.4 "Services" means the services to be supplied by THE COMPANY in accordance with these Terms and Conditions;
 - 1.1.5 "Software" means the software (excluding any Third Party Software) set out in the Order Form;
 - 1.1.6 "Licence" means the licence granted in clause 2.1.1;
 - 1.1.7 "Order Form" the Order Form set out overleaf;
 - 1.1.8 "Users" those number of employees or contractors of THE CLIENT (as set out in the Order Form) that are permitted to access and use the Software and in respect of which THE CLIENT has paid the Licence Fee;
 - 1.1.9 "Third Party Software" means any software in which the intellectual property rights, are not wholly owned by THE COMPANY;
 - 1.1.10 "Processor" means the environment in/on which THE CLIENT shall have the right to install, store, run and use the Software as approved by THE COMPANY from time to time;
 - 1.1.11 "Annual Fee" the annual fee payable by THE CLIENT for the Services, as set out in the Order Form;
 - 1.1.12 "Licence Fee" the fee payable by THE CLIENT for the grant of the Licence for the Users as set out in the Order Form;



- 1.1.13 "Intellectual Property Rights" means any and all copyrights, moral rights, related rights, patents, trademarks, trade names, service marks, design rights, database rights, domain name rights, source code, object code, rights in software, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;
- 1.1.14 "Documentation" means the instruction manuals, user guides and other information supplied with the Software or made available by THE COMPANY from time to time;
- 1.1.15 "CDPA" means Copyright Designs and Patents Act 1988;
- 1.1.16 "Year" means a period of 12 months, commencing on the date of this Agreement and/or each anniversary thereof (as the case may require);
- 1.1.17 "Delivery Date" means the date THE COMPANY delivers the Software to THE CLIENT.
- 1.1.18 "Fees" means all fees payable by the Client to the Company in accordance with the terms of this Agreement, including the Licence Fee and Annual Fee.
- 1.1.19 "Data Provider" means TransUnion and the data provided by them for search and scoring purposes.
- 1.1.20 "TransUnion Agreement" means a multi service agreement between THE CLIENT and TransUnion whereby THE CLIENT will receive output from THE COMPANY. THE COMPANY is authorised by TransUnion to use data provided by THE CLIENT for permitted purposes.
- 1.1.21 "Output" means the data provided by THE CLIENT for use by THE COMPANY.
- 1.1.22 "Input" means the data provided by THE CLIENT for use within the Software.
- 1.2 Words denoting persons shall include references to bodies corporate and unincorporated associations.
- 1.3 Words importing any gender shall include all other genders and the singular number shall include the plural and vice versa.
- 1.4 Headings do not form part of this Agreement and shall not affect the construction of this Agreement.
- 1.5 References to clauses are to the clauses of this Agreement.
- 1.6 Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended, or re-enacted.



- 1.7 Reference to "including", "includes" and "in particular" are illustrative only and none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the term "without limitation".

2. GRANT OF LICENCE AND SUPPLY OF SERVICES

- 2.1 Subject to these Terms and Conditions and in consideration of the payment by THE CLIENT of the Licence Fee and Annual Fee in accordance with clause 5, THE COMPANY:
- 2.1.1 grants a non-exclusive non-transferable licence for the Users to access and use the Software from the Delivery Date until this Agreement is terminated in accordance with clause 19;
 - 2.1.2 undertakes to provide the Services.
- 2.2 All information detailed in this agreement are deemed commercially sensitive. It is strictly forbidden for the "THE CLIENT", or anyone person within the client organisation, to disclose ANY information related to this contract or the services & software provided to external requests, including but not limited to, requests submitted under the Freedom of Information Act.

3. INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE

- 3.1 THE CLIENT acknowledges that all Intellectual Property Rights in the Software and all Documentation are the exclusive property of THE COMPANY and contain confidential information of THE COMPANY.
- 3.2 THE CLIENT shall not:
- 3.2.1 make copies of the Software and/or Documentation;
 - 3.2.2 save solely for the purposes expressly permitted by and in accordance with s.296A(1) CDPA and s.50B(2) CDPA copy, adapt or decompile the whole or any part of the Software and in the event that such decompilation or copying is carried out by THE CLIENT pursuant to s.296A(1) or s.50B(2) CPDA all rights in any resultant source code shall belong exclusively to THE COMPANY subject to a non-exclusive non-transferable free licence for THE CLIENT to be able to refer to that source code for the purposes of s.50B(2) CDPA only on condition that no disclosure of it is made to any third party;



- 3.2.3 assign, transfer, sell, lease, rent, charge, or hold the Software and/or Documentation in trust for any third party or otherwise deal in or encumber the Software and/or Documentation or use the Software and/or Documentation on behalf of any third party or make it available to any third party or use it to provide services to any third party;
- 3.2.4 remove or alter any copyright, trademark or other proprietary notice or mark on the Software and/or Documentation;
- 3.2.5 provide or make available to any third party whether as a gift or for any consideration of any sort any information or knowledge of which it is informed or which it deduces about or relating to the Software and/or Documentation;
- 3.2.6 use, provide or seek access to the Software and/or Documentation other than for the purpose of this Agreement;
- 3.2.7 use or permit the Software and/or Documentation to be used or accessed other than via the Users.

4. NOTICE OF CLAIMS

- 4.1 THE CLIENT shall forthwith notify THE COMPANY should any claim be made or alleged against THE CLIENT or THE COMPANY that the Software or Documentation infringes copyright or other rights of the claimant.
- 4.2 THE COMPANY will indemnify and hold harmless THE CLIENT on an indemnity basis only against any damages (including reasonable costs) that may be awarded or payable by THE CLIENT to any third party in respect of any claim or action that the use of the Software and/or Documentation infringes the Intellectual Property Rights of any third party (an "Intellectual Property Infringement") provided that THE CLIENT:
 - 4.2.1 gives notice to THE COMPANY of any suspected Intellectual Property Infringement immediately upon becoming aware of the same;
 - 4.2.2 gives THE COMPANY the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of THE COMPANY; and



- 4.2.3 acts in accordance with the reasonable instructions of THE COMPANY and gives to THE COMPANY such assistance, as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.
- 4.3 THE COMPANY shall reimburse THE CLIENT its reasonable costs incurred in complying with clause 4.2.
- 4.4 THE COMPANY shall have no liability to THE CLIENT in respect of an Intellectual Property Infringement if the same results from any breach of THE CLIENT'S obligations under this Agreement.
- 4.5 In the event of an Intellectual Property Infringement THE COMPANY shall be entitled at its own expense and option either to:
 - 4.5.1 procure the right for THE CLIENT to continue using the Software and/or Documentation; or
 - 4.5.2 make such alterations, modifications, adjustments or substitutions to the Software and/or Documentation so that it becomes non-infringing without incurring a material diminution in performance or functionality of the Software.
- 4.6 If THE COMPANY in its reasonable opinion is not able to exercise any of the options set out in clause 4.5 within 3 months of the date it receives notification of the Intellectual Property Infringement, then THE CLIENT may, without prejudice to any other rights or remedies it may have, be entitled to terminate this Agreement by 10 days' notice in writing upon THE COMPANY.

5. PAYMENT

- 5.1 THE CLIENT shall pay:
 - 5.1.1 the Licence Fee upon entering into this Agreement for the grant of the Licence for the Users; and
 - 5.1.2 the Annual Fee as from one month from the date of the Order Form and thereafter upon each anniversary of the date of the Order Form during the term of this Agreement for the provision of the Services.
- 5.2 Invoices shall be due net, on receipt of the invoice by THE CLIENT. All amounts due remaining unpaid beyond thirty (30) days of the date of the invoice shall bear interest at the rate of 2% per annum above Bank of England Base Rate in force from time to time. All charges are quoted exclusive of Value Added Tax and other sales tax which shall be charged at the rate in force from time to time and paid by THE CLIENT.
- 5.3 THE CLIENT will reimburse THE COMPANY for all project expenses and for expenses incurred by THE COMPANY at THE CLIENT'S request.



- 5.4 In the event of any default by THE CLIENT in the payment of any sums due under this Agreement and expenses payable to THE COMPANY pursuant to this Agreement or any instalment thereof and such default continuing for a period of thirty (30) days after written notice of such default from THE COMPANY then the COMPANY may without prejudice to its right to be paid such fees or any other monies payable to THE COMPANY suspend access and use of the Software and withhold the supply of all Services to THE CLIENT until such default is corrected.
- 5.5 If THE CLIENT at any time wishes to increase the number of Users it shall give written notice of its wish to THE COMPANY specifying the number of further licenses it requires. THE COMPANY shall respond in writing specifying the additional Licence Fees and Annual Fees due for that number of users and upon payment in cleared funds of such sums THE COMPANY shall be deemed to have granted a Licence for each such additional user as from the date of such payment and such users shall then for the purposes of this Agreement be a User.
- 5.6 The Company shall be entitled to increase the Fees not more than once in every Year during the term of this Agreement by giving one months' written notice to the Client of the increase (a "Notice of Increase"). If the Client does not formally object to the proposed increase in Fees in writing within 10 days of the Notice of Increase being sent by the Company, then the Client shall be deemed to have accepted the new Fees. If the Client does validly object to the increase in the Fees, then the Company shall have the right to terminate this Agreement upon one months' notice in writing to the Client.

6. DELIVERY AND INSTALLATION

- 6.1 Subject to clause 6.2 THE COMPANY will use all reasonable endeavours to deliver and install (where indicated on the Order Form) the Software within the time scales agreed between the parties, but time shall not be of the essence of this Agreement.
- 6.2 THE CLIENT agrees to provide THE COMPANY reasonable access to the Processors and to provide sufficient computer time free of charge to permit THE COMPANY to perform its obligations under this Agreement.
- 6.3 THE COMPANY shall supply to THE CLIENT during the continuation of this Agreement one (1) current issue of the Software and Documentation.
- 6.4 Completion of the installation and acceptance of the Software shall be deemed to have occurred either:
- 6.4.1 immediately on a successful running of the Software being completed THE COMPANY in accordance with the Documentation and as certified to THE CLIENT by THE COMPANY; or
 - 6.4.2 twenty eight (28) days after the Delivery Date; or



6.4.3 on the date THE CLIENT and/or any User, uses the Software on live data, whichever is the sooner.

7. WARRANTIES & LIABILITIES

7.1 THE COMPANY warrants to THE CLIENT that:

7.1.1 the Services will be provided using reasonable care and skill;

7.1.2 the Software will operate substantially in accordance with the Documentation for a period of 30 days after acceptance in accordance with clause 6.4.

7.2 THE CLIENT shall give notice to THE COMPANY as soon as it is reasonably able upon becoming aware of a breach of warranty.

7.3 Subject to clause 7.4 in the event that THE CLIENT discovers a material defect in the Software which substantially affects THE CLIENT'S use of the Software on the terms of this Agreement and notifies THE COMPANY with full details of the defect within the warranty period set out above THE COMPANY shall at its sole option either:

7.3.1 terminate this Agreement and refund the Licence Fee and Annual Fee (less a reasonable sum in respect of THE CLIENT'S use of the Software to the date of termination) in which case clause 19.3 shall apply; or

7.3.2 use all reasonable endeavours to repair or replace the Software within a reasonable time.

7.4 Notwithstanding anything to the contrary in this Agreement THE COMPANY shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the events or circumstances set out in clauses 9.3.1 to 9.3.7 (inclusive) or as a result of any failure on the part of THE CLIENT to observe and perform its obligations under this Agreement.

7.5 THE COMPANY does not warrant that THE CLIENT'S or User's use of the Software will be uninterrupted or error-free or will meet THE CLIENT'S data processing requirements and THE CLIENT agrees that THE COMPANY shall have no liability to THE CLIENT if any Users are temporarily not able to access the Software at such time.

7.6 THE CLIENT accepts that the Software and Documentation were not designed and produced to THE CLIENT'S individual requirements and that THE CLIENT was responsible for their selection.



- 7.7 THE CLIENT acknowledges and accepts that computer software including the Software is not error, fault or bug free, nor secure from persons wishing to misuse, tamper with, erase, alter or in any other way corrupt computer systems and that the data, information and records they display, retrieve, collate, transfer, calculate or disseminate may be affected by such occurrences, and the Customer agrees that, subject to THE COMPANY providing the Services set out in clause 9 on the terms of this Agreement, THE CLIENT shall have no liability to THE CLIENT nor to any other third party for any such occurrences arising in respect of or in relation to the Software.
- 7.8 Subject to the foregoing, all warranties, conditions, terms and undertakings, express or implied, statutory or otherwise in respect of the Software, Services or Documentation are hereby excluded to the fullest extent permitted by law.

8. LIMITATION OF LIABILITY

- 8.1 The following provisions set out the entire liability of THE COMPANY (including any liability for the acts and omissions of its employees, agents and sub-contractors) to THE CLIENT in respect of:
- 8.1.1 any breach of its contractual obligations arising under this Agreement; and
 - 8.1.2 any mis-representation, mis-statement or tortious act or omission including negligence (excluding any of the same made fraudulently) arising under or in connection with this Agreement.
- 8.2 Any act or omission on the part of THE COMPANY or its employees, agents or sub-contractors falling within clause 8.1 shall for the purposes of this clause be known as an "Event of Default".
- 8.3 The liability of THE COMPANY to THE CLIENT for death or injury resulting from its own negligence or that of its employees, agents or sub-contractors shall not be limited.
- 8.4 Subject to clause 8.3 and 8.5, the total liability of THE COMPANY in respect of all Events of Default in any Year shall be limited to damages of an amount equal to:
- 8.4.1 £1 million in respect of damage or loss to the tangible property of THE CLIENT; and
 - 8.4.2 in respect of any other damage or loss, 125% of the amount of the Licence Fees and Annual Fees that have been paid to THE COMPANY in the immediately preceding Year or in respect of the first Year.



- 8.5 Subject to clause 8.3, THE COMPANY shall not be liable to THE CLIENT in respect of any Event of Default for any losses or damage which may be suffered by THE CLIENT (or any person claiming through or under THE CLIENT), whether the same are suffered directly or indirectly or are immediate or consequential and whether the same arise in contract tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 8.5.1 special damage even though THE COMPANY was aware of the circumstances in which such special damage could arise;
 - 8.5.2 loss of profits;
 - 8.5.3 loss of turnover;
 - 8.5.4 loss of anticipated savings;
 - 8.5.5 loss of business opportunity;
 - 8.5.6 loss of goodwill;
 - 8.5.7 loss or corruption of data;
 - 8.5.8 loss of any overpayments due back to THE CLIENT;
 - 8.5.9 damage to reputation; provided that this clause 8.5 shall not prevent claims for loss of or damage to THE CLIENT'S tangible property that fall within the provisions of clause 8.4 or any other claim for direct financial loss that are not excluded by clause (8.5.1 to 8.5.9) inclusive.
- 8.6 THE COMPANY shall not be liable to THE CLIENT or be in breach of this Agreement by reason of any delay in performing, or failing to perform THE COMPANY'S obligations under this Agreement, if the delay or failure was due to any cause beyond THE COMPANY'S reasonable control.
- 8.7 Without prejudice to the generality of any other term of this Agreement and subject to clause 8.3 THE COMPANY shall not be liable for any damage or losses or for the any additional damage or losses arising from an Event of Default arising from the failure of THE CLIENT to observe and perform its obligations under this Agreement or, use any of the Software in accordance with THE COMPANY'S instructions and best data processing practices nor in respect of damage or loss arising from the occurrence of any of those events or circumstances listed in clauses 9.3.1 to 9.3.7 (inclusive) or an Event of Default which occurs before THE COMPANY confirmed in writing to THE CLIENT that the Software was ready to use on live data or which occurred following identification of a Reported Problem (as defined in clause 9.1).
- 8.8 If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Agreement.



- 8.9 If at any time the Software is used or accessed by any Processor which has lower or different capability and characteristics regarding functionality and/or performance than those recommended by THE COMPANY, then THE COMPANY shall not be liable to THE CLIENT for any losses arising from a failure or inadequacy of any of the Software arising directly or indirectly from that deficiency or difference.
- 8.10 THE CLIENT declares and acknowledges that it has considered the provisions of this clause 8 in detail including but without limitation each of the limitations on liability contained in clauses 8.2 to 8.9 (inclusive) and considers them reasonable in the circumstances having taken into account among other factors the subject matter of this Agreement and having obtained or had the opportunity to obtain independent legal advice on the same.

9. SUPPORT

- 9.1 Provided THE CLIENT has paid the Annual Fee THE COMPANY shall in respect of the relevant Year, during working hours provide telephone and email support ("Support") to deal with any reported inaccuracies, inconsistencies, omissions, errors, faults or failures of the Software to perform substantially in accordance with the Documentation ("Reported Problem"). Support shall consist solely of the making of corrections, minor enhancements or modifications to the Software so that it performs substantially in accordance with the Documentation. Any major enhancements or modifications not within the Support shall be treated as a Software upgrade and subject to additional Licence Fees.
- 9.2 THE CLIENT shall immediately notify THE COMPANY of a Reported Problem and provide such information of the Reported Problem as required by THE COMPANY.
- 9.3 Support does not include:
- 9.3.1 maintenance of any equipment not belonging to THE COMPANY including the Processor;
 - 9.3.2 Reported Problems caused by the improper use, operation or neglect of the Software;
 - 9.3.3 Reported Problems caused by THE CLIENT'S or any third party's modification of the Software, its merger (in whole or part) with any other software;
 - 9.3.4 Reported Problems arising from THE CLIENT'S failure to implement recommendations and/or requirements in respect of or solutions to faults previously advised by THE COMPANY or THE COMPANY'S recommendations with regard to the Processor;
 - 9.3.5 any third party software not approved in writing in advance by THE COMPANY;



9.3.6 Reported Problems arising from the breach by THE CLIENT of any of its obligations under this Agreement or the enforcement by THE COMPANY of its rights or remedies under this Agreement.

9.4 THE COMPANY shall not in any way be liable for the provision of or reliability of the Third Party Software and if THE COMPANY should be called upon to assist THE CLIENT for any reason which is subsequently found to be the fault of the Third Party Software supplier or THE COMPANY is requested by THE CLIENT to investigate or correct any Reported Problem which falls into clauses 9.3.1 to 9.3.7 (inclusive), and THE CLIENT agrees to pay THE COMPANY'S then current daily rates for its time spent providing such services and its reasonable out-of-pocket travel, subsistence and incidental expenses accrued. However, THE COMPANY shall not be obliged to provide such assistance. THE COMPANY cannot guarantee response times as there are many factors outside the direct control of THE COMPANY, including but not limited to the way the system is used and managed.

9.5 THE COMPANY reserves the right to change, with notice to THE CLIENT, the annual costs applicable to the Software and as such may also choose to release updates to the Software from time to time, which are additional to the existing product. These upgrades may result in additional costs being applied by THE COMPANY to THE CLIENT should THE CLIENT wish to use it.

10. INSTRUCTION

10.1 Where set out in the Order Form, THE COMPANY shall provide training for the agreed number of Users in the use of the Software at a mutually agreed time.

10.2 THE CLIENT agrees to pay to THE COMPANY for such training at THE COMPANY'S then current daily rates in force from time to time and THE CLIENT agrees to reimburse THE COMPANY all reasonable out of pocket travel subsistence and incidental expenses thereby incurred.



11. ESTIMATES AND TIMESCALES

- 11.1 Any dates for the delivery of the Software or provision of the Services are provided for guidance purposes only and are not binding on THE COMPANY. If THE COMPANY determines that such estimates will be exceeded, THE COMPANY shall not be liable for any loss or damage arising from any delay beyond such approximate dates.
- 11.2 The parties may agree on work timescales for THE COMPANY personnel. THE COMPANY will use reasonable efforts to provide the services of THE COMPANY personnel in accordance with such schedules subject to circumstances beyond THE COMPANY'S reasonable control. If THE COMPANY personnel fail to perform the Services under this Agreement because of illness or other causes beyond THE COMPANY'S control, THE COMPANY will attempt to replace such personnel within a reasonable time, but THE COMPANY shall not be liable for any delay or failure to do so.

12. CONFIDENTIALITY

- 12.1 The parties agree that all Confidential Information (as defined below) is proprietary and shall be treated by the party receiving that information as confidential. Neither party shall use or disclose Confidential Information and each party shall procure that it is not used or disclosed by either party's employees, agents or sub-contractors, except as strictly necessary for the performance of that party's obligations under this Agreement.
- 12.2 Confidential Information shall mean information emanating from either party and shall include any Intellectual Property Rights of THE COMPANY in the Software, Documentation and Services, information relating to the operation of either party's business, finances, know-how, dealings with third parties, the Software and all information from time to time supplied by THE COMPANY to THE CLIENT but excluding information already known by the recipient (otherwise than through a breach of confidence by a third party); information which becomes public knowledge otherwise than through the default of the recipient, and information which becomes known to the recipient as a result of its own research or from any third party who has lawfully received such information.



13. ASSIGNMENT

- 13.1 THE CLIENT shall not assign charge or otherwise encumber, or sublicense this Agreement to any third party without the prior written consent of THE COMPANY.
- 13.2 This Agreement shall extend to and bind the parties hereto and their respective successors and permitted assignees.
- 13.3 Notwithstanding anything to the contrary contained in this Agreement, the parties intend and agree that nothing in this Agreement shall confer any rights on any third parties.

14. FORCE MAJEURE

Neither party shall be liable for any inability or failure to comply with its obligations under this Agreement due to any cause whatsoever beyond its reasonable control including (but not limited to) war, riot, civil commotion, strike, lockout or other industrial action, Act of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation, and action of any government agency and any time limit imposed for the performance of any obligation shall be extended by a period equal to the period of such inability or failure provided always that the party so prevented from performing shall give immediate notice to the other of the circumstances which result in such inability.

15. ENTIRE AGREEMENT

- 15.1 This Agreement constitutes the entire Agreement and understanding between the parties and supersedes and extinguishes all previous agreements, arrangements and understandings between them relating to its subject matter. THE CLIENT acknowledges that in entering into this Agreement it has not relied on and shall have no remedies in respect of any representation or warranty (whether made unknowingly or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.2 No amendment or variation of this Agreement shall bind the parties hereto unless it is made in writing, is signed by the parties, and is expressed to be supplemental to or in substitution for the whole or part of this Agreement.



16. SEVERABILITY

If any part, term or provision of the Agreement is held to be illegal, unenforceable or invalid in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the parties the validity or enforceability of the remainder of the provisions of this Agreement shall not be affected thereby.

17. WAIVER

The rights which each of the parties has under the Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to any party. No waiver by either party of any breach shall constitute a waiver in respect of any subsequent breach.

18. LEGAL RELATIONSHIP

Nothing herein shall be deemed to create any partnership or joint venture between the parties.

19. DURATION AND TERMINATION

19.1 This Agreement shall subject to clause 19.2 come into force on the date of its execution by the parties and shall continue in force for a period of three (3) to five (5) years and shall continue thereafter unless or until terminated by either party giving to the other not less than 6 months' written notice to terminate this Agreement on or after the third anniversary of the date of this Agreement.

19.2 This Agreement may be terminated immediately by notice in writing by THE COMPANY:

19.2.1 if THE CLIENT commits any material breach of any term of this Agreement and, in the case of a material breach capable of remedy, fails to remedy the same within 30 days of a written notice from THE COMPANY giving particulars of the breach and requiring it to be remedied;



- 19.2.2 if THE CLIENT shall make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if THE CLIENT shall be unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of THE CLIENT or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
- 19.2.3 control (as defined in sections 450 and 451(2) of the Corporation Tax Act 2010) of the other party is acquired by a person or group of connected persons (as defined in that Act) not having control of THE CLIENT at the date of this Agreement;
- 19.2.4 in accordance with clause 5.6.
- 19.3 On termination or expiry of this Agreement, THE CLIENT shall destroy all copies of the Software and Documentation in its possession and confirm to THE COMPANY that THE CLIENT has carried out such destruction.

20. NOTICES

Any notice or other communication required to be given hereunder shall be sufficiently served if served personally on the Addressee or if sent by prepaid first class recorded delivery post, email or to such other address as a party shall designate by written notice, of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

21. ACTIONS

No litigation or action of any sort whatsoever arising out of this Agreement or in connection with the Services or Software supplied hereunder or to be supplied may be brought by THE CLIENT more than six months after the cause of the action has occurred.



22. LAW

This Agreement and any dispute 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 English Law and the parties submit to the exclusive jurisdiction of the English Courts.

23. PUBLICITY

Publicity concerning this Agreement, the Software and Services may be allowed only with the agreement in writing of both parties. All copy intended for publication must be seen and approved by the both parties.

24. OTHER SERVICES

- 24.1 Where required, THE CLIENT will enter into an agreement with the Data Provider. THE COMPANY is authorised under a separate agreement to provide these services to THE CLIENT.
- 24.2 THE CLIENT will supply data to THE COMPANY where requested through secure transfer methods. These are typically secure file transfer or web services. Results will be provided to THE CLIENT via secure web access, or other secure means as available.
- 24.3 THE CLIENT will pay THE COMPANY directly for any additional services where specified on this agreement. THE COMPANY will pay the Data Provider the costs of any services applicable, as used by THE CLIENT.
- 24.4 THE CLIENT, insofar as it able and subject to the terms of the Agreement, hereby grants to THE COMPANY a non-exclusive, non-transferable, royalty free licence to use the Output for the purposes of providing the Services.
- 24.5 Data provided for Input into the software should be data 'owned' by THE CLIENT. Data passed to the Software should not be as provided for matching by any other organisation, unless expressly authorised in writing by THE COMPANY.





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