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THIS AGREEMENT is made on the [Date]

BETWEEN

INVISION SERVICES LIMITED incorporated and registered in England and Wales with company number 13223149 whose registered office is at 3-6 The Quarterdeck, Portsmouth. Hampshire, PO6 4TP (**Invision**);

[Local Authority Information] (the **Authority**).

BACKGROUND

Invision has developed certain software applications and platforms (known as “VITA”) which it makes available, on a paid-for subscription basis, to Local Authorities via the internet for the purpose of enabling them to prepare children’s Education Health Care Plans.

The Authority wishes to use the Invision’s VITA service in its business operations.

Accordingly, Invision has agreed to provide, and the Authority has agreed to take and pay for, Invision’s VITA service subject to the terms and conditions of this agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

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

Authorised Users	those employees, agents and independent contractors of the Authority who are authorised by the Authority to use the Services and the Documentation, as further described in clause 2.2.4;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5 or clause 11.6;

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures	as defined in the Data Protection Legislation;
Customer Data	the data inputted by the Authority, Authorised Users, or Invision on the Authority's behalf, for the purpose of using the Services or facilitating the Authority's use of the Services;
Customer Personal Data	Customer Data that is personal data and that Invision processes on the Authority's behalf when performing its obligations under this agreement;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
Documentation	the document made available to the Authority by Invision from time to time online via www.invision360.com or such other web address notified by Invision to the Authority from time to time, which sets out a description of the Services and the user instructions for the Services;
Effective Date	the date of this agreement;
Initial Subscription Term	the initial term of this agreement as set out in Schedule 2;

Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, all other rights in the nature of copyright, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Invision Background IP	all Intellectual Property Rights of Invision or its licensors existing before the Effective Date and/or developed independently of this agreement;
Mandatory Policies	the Authority's business policies and codes listed in Schedule 3, as amended by notification to the Authority from time to time;
Normal Business Hours	8.00 am to 6.00 pm local UK time, each Business Day;
Outputs	any document created or generated by the Authority's and/or any Authorised User's use of the Services that is derived from Customer Data;
Purpose	the Authority's internal business operations;
Renewal Period	the period described in clause 14.1;
Services	the subscription services provided by Invision to the Authority under this agreement via www.invision360.com or any other website notified to the Authority by Invision from time to time, as more particularly described in the Documentation;

Software	the online software applications provided by Invision as part of the Services;
Subscription Fees	the subscription fees payable by the Authority to Invision for the User Subscriptions, as set out in paragraph 1 of Schedule 1;
Subscription Term	has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
UK GDPR	has the meaning given to it in paragraph 1 of Schedule 4;
User Subscriptions	the user subscriptions purchased by the Authority pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement;
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

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

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9 A reference to writing or written includes faxes and e-mail.

1.10 References to clauses and Schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant Schedule to this agreement.

2. USER SUBSCRIPTIONS

2.1 Subject to the Authority purchasing the User Subscriptions in accordance with clause 3.3 and clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Invision hereby grants to the Authority a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Purpose.

2.2 In relation to the Authorised Users, the Authority undertakes that:

2.2.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

2.2.3 each Authorised User shall keep a secure password for his use of the Services and Documentation and each Authorised User shall keep his password confidential;

2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to Invision within five (5) Business Days of Invision's written request at any time or times;

2.2.5 it shall permit Invision or Invision's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Authority's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at Invision's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Authority's normal conduct of business;

2.2.6 if any of the audits referred to in clause 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Invision's other rights, the Authority shall promptly disable such passwords and Invision shall not issue any new passwords to any such individual; and

2.2.7 if any of the audits referred to in clause 2.2.5 reveal that the Authority has underpaid Subscription Fees to Invision, then without prejudice to Invision's other rights, the Authority shall pay to Invision an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within ten (10)s Business Days of the date of the relevant audit.

2.3 The Authority shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.6 is otherwise illegal or causes damage or injury to any person or property;

and Invision reserves the right, without liability or prejudice to its other rights to the Authority, to disable the Authority's access to any material that breaches the provisions of this clause.

2.4 The Authority shall not:

2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

2.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documentation (as applicable) in any form or media or by any means; or

2.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services; or

2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.4.3 use the Services and/or Documentation to provide services to third parties; or

2.4.4 subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or

2.4.6 introduce, or permit the introduction of, any Virus or Vulnerability into Invision's network and information systems.

2.5 The Authority shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Invision.

3. ADDITIONAL USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.3, the Authority may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and Invision shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

3.2 If the Authority wishes to purchase additional User Subscriptions, the Authority shall notify the Invision in writing. Invision shall evaluate such request for additional User Subscriptions and respond to the Authority with approval or rejection of the request (such approval not to be unreasonably withheld). Where Invision approves the request, Invision shall activate the additional User Subscriptions within five (5) days of its approval of the Authority's request.

3.3 If Invision approves the Authority's request to purchase additional User Subscriptions, the Authority shall, within thirty (30) days of the date of Invision's invoice, pay to Invision the relevant fees for such additional User Subscriptions as set out in paragraph 2 of Schedule 1 and, if such additional User Subscriptions are purchased by the Authority part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees

shall be pro-rated from the date of activation by Invision for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. SERVICES

4.1 Invision shall, during the Subscription Term, provide the Services and make available the Documentation to the Authority on and subject to the terms of this agreement.

4.2 Invision shall use commercially reasonable endeavours to make the Services available twenty four (24) hours a day, seven (7) days a week, except for:

4.2.1 planned maintenance performed outside of Normal Business Hours; and

4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that Invision has used reasonable endeavours to give the Authority at least six (6) Normal Business Hours' notice in advance.

4.3 Invision will, as part of the Services and at no additional cost to the Authority, provide the Authority with Invision's standard customer support services during Normal Business Hours. The Authority may purchase enhanced support services separately at Invision's then current rates.

4.4 Support is available by emailing support@invision360.com or accessed directly from the 'Support' tab for logged in users.

5. AUTHORITY DATA

5.1 The Authority shall own all right, title and interest in and to all of the Customer Data that is not Customer Personal Data and:

5.1.1 shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data;

5.1.2 hereby grants to Invision a free of charge, non-exclusive and non-transferable right to use such Customer Data for the purpose of providing the Services and performing its obligations under this agreement; and

5.1.3 confirms that it has all the rights in relation to such Customer Data that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

5.2 The parties acknowledge that to the extent that Invision processes any Customer Personal Data, the Authority is the controller and Invision is the processor for the purposes of the Data Protection Legislation, and that the provisions of Schedule 4 shall apply.

5.3 The parties acknowledge that, to the extent that Invision acts as a controller in relation to any Personal Data it collects and processes through its provision of the Services, the provisions of the Invision privacy policy available at www.invision360.com/privacy-policy (or

such other website address or document as may be notified to the Customer from time to time by Invision in its sole discretion) shall apply.

5.4 Invision shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at www.invision360.com/privacy-policy or such other website address as may be notified to the Authority from time to time, as such document may be amended by Invision in its sole discretion from time to time.

5.5 In the event of any loss or damage to Customer Data, the Authority's sole and exclusive remedy against Invision shall be for Invision to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Invision in accordance with the archiving procedure described in its Back-Up Policy.

5.6 Invision shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Invision to perform services related to Customer Data maintenance and back-up for which, as between the Authority and Invision, Invision shall remain fully liable).

6. INVISION'S OBLIGATIONS

6.1 Invision undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Invision's instructions or this agreement, or modification or alteration of the Services by any party other than Invision or Invision's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Invision will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Authority with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Authority's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3 Invision:

6.3.1 does not warrant:

6.3.1.1 that the Authority's use of the Services, Documentation or Outputs will be uninterrupted or error-free;

6.3.1.2 the Services, Documentation or Outputs will be fit for any purpose (including compliance with any laws or regulatory requirements applicable to, or the requirements of, the Authority); or

6.3.1.3 that the Services, Documentation, Outputs or Software will be free from Viruses or Vulnerabilities; and

6.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Authority acknowledges that the Services, Documentation and Outputs may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4 This agreement shall not prevent Invision from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.5 Invision warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. THE AUTHORITY'S OBLIGATIONS

7.1 The Authority shall:

7.1.1 provide Invision with:

7.1.1.1 all necessary co-operation in relation to this agreement; and

7.1.1.2 all necessary access to such information as may be required by Invision;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

7.1.2 without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

7.1.3 carry out all other responsibilities of the Authority set out in this agreement in a timely and efficient manner. In the event of any delays in the Authority's provision of such assistance as agreed by the parties, Invision may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.1.4 ensure that the Authorised Users access and use the Services and the Documentation in accordance with the terms and conditions of this agreement, and shall be responsible for any Authorised User's acts and omissions as if they were the Authority's own acts and omissions;

7.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Invision, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

7.1.6 ensure that its network and systems comply with any relevant specifications provided by Invision from time to time; and

7.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Invision's data centres,

and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Authority's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

8.1 The Authority shall pay the Subscription Fees to Invision for the User Subscriptions in accordance with this clause 8 and Schedule 1.

8.2 Invision shall invoice the Authority:

8.2.1 on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

8.2.2 subject to clause 13.1, at least thirty (30) days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the Renewal Period starting on and from that anniversary of the Effective Date,

and the Authority shall pay each invoice within thirty (30) days after the date of such invoice.

8.3 If Invision has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of Invision:

8.3.1 Invision may, without liability to the Authority, disable the Authority's password, account and access to all or part of the Services and Invision shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to three per cent (3%) over the then current base lending rate of Invision's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

8.4.1 shall be payable in pounds sterling;

8.4.2 are, subject to clause 12.3.2, non-cancellable and non-refundable;

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

8.5 Invision shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, and the support fees payable pursuant to clause 4.3 at the start of each Renewal Period upon ninety (90) days' prior notice to the Authority and Schedule 1 shall be deemed to have been amended accordingly.

9. PROPRIETARY RIGHTS

9.1 The Authority acknowledges and agrees that Invision and/or its licensors own all Intellectual Property Rights in, to and in connection with the Services, Software and Documentation. Except as expressly stated herein, this agreement does not grant the Authority any rights to, in or in respect of, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software, Documentation or Outputs.

9.2 Invision confirms that it has all the rights in relation to the Services, Documentation and Outputs that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. OUTPUTS

10.1 Except for Invision Background IP, the Authority shall own all Intellectual Property Rights and other rights in the Outputs and hereby grants to Invision a free of charge, worldwide, non-exclusive and non-transferable right to use such Intellectual Property Rights and other rights for the purpose of providing the Services and performing its obligations under this agreement. Such licence includes the right for Invision to grant to its subcontractors from time to time the right to use such Intellectual Property Rights and other rights on the same terms as this clause 10.1, provided that nothing in this clause shall affect Invision's obligations under Schedule 4.

10.2 Invision hereby grants to the Authority a non-exclusive and non-transferable right to (and to permit Authorised Users to) use Invision Background IP in Outputs to the extent necessary for the Purpose.

10.3 The Authority shall (and shall procure that Authorised Users) only use the Outputs for the Purpose (and for no other purpose).

11. CONFIDENTIALITY AND COMPLIANCE WITH POLICIES

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in the other party's lawful possession on a non-confidential basis before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of, or as otherwise permitted by, this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 The Authority acknowledges that details of the Services, and the results of any performance tests of the Services, and the Documentation, constitute Invision's Confidential Information.

11.6 Invision acknowledges that the Customer Data and Outputs are the Confidential Information of the Authority.

11.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.8 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

11.9 In performing its obligations under this agreement, Invision shall comply with the Mandatory Policies.

12. INDEMNITY

12.1 The Authority shall defend, indemnify and hold harmless Invision against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Authority's use of the Services, Documentation and/or Outputs, and Invision's use of the Customer Data in accordance with this agreement, provided that:

12.1.1 the Authority is given prompt notice of any such claim;

12.1.2 Invision provides reasonable co-operation to the Authority in the defence and settlement of such claim, at the Authority's expense; and

12.1.3 the Authority is given sole authority to defend or settle the claim.

12.2 Invision shall defend the Authority, its officers, directors and employees against any claim that the Authority's use of the Services, Documentation and/or Invision Background IP in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Authority for any amounts awarded against the Authority in judgment or settlement of such claims, provided that:

12.2.1 Invision is given prompt notice of any such claim;

12.1.2 the Authority provides reasonable co-operation to Invision in the defence and settlement of such claim, at Invision's expense; and

12.1.3 Invision is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, Invision may procure the right for the Authority to continue using the Services, Documentation or Invision Background IP (as the case may be), replace or modify the Services, Documentation or Invision Background IP (as the case may be) so that they become non-infringing or terminate this agreement on two (2) Business Days' notice to the Authority without any additional liability or obligation to pay liquidated damages or other additional costs to the Authority.

12.4 In no event shall Invision, its employees, agents and sub-contractors be liable to the Authority to the extent that the alleged infringement is based on:

12.4.1 a modification of the Services, Documentation or Outputs (as the case may be) by anyone other than Invision; or

12.4.2 the Authority's use of the Services, Documentation or Outputs (as the case may be) in a manner contrary to the instructions given to the Customer by Invision or for any purpose other than the Purpose; or

12.4.3 the Authority's use of the Services, Documentation or Invision Background IP (as the case may be) after notice of the alleged or actual infringement from Invision or any appropriate authority.

12.5 The foregoing and clause 13.3.2 states the Authority's sole and exclusive rights and remedies, and Invision's (including Invision's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this agreement:

13.1.1 Invision shall have no liability for any damage caused by errors or omissions in any data, information, instructions or scripts provided to Invision by the Authority in

connection with the Services, or any actions taken by Invision at the Authority's direction;

13.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

13.1.3 the Services, Documentation and Outputs are provided to the Authority on an "as is" basis.

13.2 Nothing in this agreement excludes or limits the liability of Invision:

13.2.1 for death or personal injury caused by Invision's negligence;

13.2.2 for fraud or fraudulent misrepresentation; or

13.2.3 for any other liability to the extent that it cannot be excluded or limited under applicable law.

13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 Invision shall not be liable whether in tort (including for breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

13.3.2 Invision's total aggregate liability in contract (including in respect of the indemnity at clause 12.1.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to an amount equal to the higher of: (i) fifty thousand pounds sterling (£50,000); and (ii) three times the annual Subscription Fees.

14. TERM AND TERMINATION

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

14.1.1 either party notifies the other party of termination, in writing, at least three (3) months before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

14.1.2 otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

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

14.2.1 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

14.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

14.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

14.2.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

14.2.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

14.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

14.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.2 to clause 14.2.8 (inclusive); or

14.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

14.3 On termination of this agreement for any reason:

14.3.1 except for the Authority's rights to use Invision Background IP pursuant to, and subject to, clause 10, all rights granted to the Authority under this agreement shall immediately terminate and the Authority shall (and shall procure that all Authorised Users) immediately cease all use of the Services and Documentation;

14.3.2 subject to clauses 14.3.3 and 14.3.4, each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;

14.3.3 subject to clause 14.3.4, Invision may destroy or otherwise dispose of all documents and materials (and any copies) containing, incorporating or comprising the Authority's Confidential Information;

14.3.4 Invision may destroy or otherwise dispose of any of the Customer Data and Outputs (and any copies) in its possession, unless Invision receives, no later than ten (10) days after the effective date of the termination of this agreement, a written request for the delivery to the Authority of the then most recent back-up of the Customer Data and any Outputs. Invision shall use reasonable commercial endeavours to deliver the back-up to the Authority within thirty (30) days of its receipt of such a written request, provided that the Authority has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination)

14.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced. For the purposes of clauses 14.3.3 and 14.3.4, **destroy** shall mean to put the Authority's Confidential Information, Customer Data and/or Outputs (as the case may be) beyond use.

14.5 Nothing in clause 14.3 shall prevent Invision retaining any documents or materials containing, incorporating or comprising the Authority's Confidential Information, any Customer Data and/or any Outputs (and any copies of any of them) to the extent required by law or any applicable governmental or regulatory authority.

14.6 Nothing in this clause 14 shall affect Invision's obligations in respect of Customer Personal Data under Schedule 4.

14.7 The Authority shall pay all reasonable expenses incurred by Invision in returning, destroying or otherwise disposing of, or providing any back-up of, the Authority's Confidential Information, Customer Data and/or Outputs (as the case may be) pursuant to this agreement.

15. FORCE MAJEURE

15.1 Invision shall have no liability to the Authority under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its

business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Invision or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Authority is notified of such an event and its expected duration.

16. CONFLICT

16.1 Unless expressly stated otherwise elsewhere in this agreement, if there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17. VARIATION

17.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. WAIVER

18.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

19.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law, and each of a party's rights and remedies (whether under this agreement or at law) are cumulative and without prejudice to its other rights and remedies (whether under this agreement or at law).

20. SEVERANCE

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. ENTIRE AGREEMENT

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. ASSIGNMENT

22.1 The Authority shall not, without the prior written consent of Invision, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 Invision may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

24.1 This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

25.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. GOVERNING LAW

26.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. JURISDICTION

27.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Subscription Fees

1. SUBSCRIPTION FEES

The Subscription Fees shall amount to a total of £[amount] per annum, payable in advance. This amount is exclusive of VAT.

2. USER SUBSCRIPTION FEES

This contract entitles [LOCAL AUTHORITY] to unlimited users for the duration of the contract.

SCHEDULE 2

Subscription Term

1. Initial Subscription Term: [term]

SCHEDULE 3
Mandatory Policies

SCHEDULE 4

DATA Processing addendum (DPA)

1. This DPA sets out additional terms, requirements and conditions on which Invision will process Customer Personal Data in connection with its provision of the Services. This DPA contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**) for contracts between controllers and processors.
2. This DPA is incorporated into the agreement, in the event of conflict between the two, the provisions of the DPA shall prevail.
3. Defined terms in this DPA unless indicated otherwise herein or within the agreement, shall have the same meaning as in Data Protection Legislation.
4. **De-Identified Data** shall mean genuinely anonymised Customer Personal Data that cannot be used to infer information about, or otherwise be linked to, a data subject.
5. Invision and the Authority will comply with the requirements of Data Protection Legislation.
6. Invision and the Authority acknowledge that for the purposes of the Data Protection Legislation, in so far as the processing of Customer Personal Data is concerned the Authority is the Data Controller and Invision is the Data Processor. The Authority retains control of the personal data and remains responsible for its compliance obligations under Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents to or from data subjects, ensuring that an appropriate lawful basis is in place for the transfer of Customer Personal Data to Invision and for the processing activities that Invision will carry out, and the Authority shall remain responsible for the written processing instructions it gives to Invision under this paragraph 6, which are outlined below in 'Details of Data Processing'.

Details of Data Processing

1.Scope - Processing of the Customer Personal Data in the provision of Services to the Authority.

2.Nature and purpose of processing - Invision shall be processing the Customer Personal Data, inputted by the Authorised Users on behalf of the Authority for the purpose of facilitating the Authority using the Services. In relation to the Customer Personal Data, Invision shall be carrying out processing activities such as collecting, recording, storing, adapting, using, rendering it De-Identified Data, and transmitting it to the Authority.

3.Duration of processing - The term of the agreement.

4.Types of Customer Personal Data – includes name, address, telephone number, contact details, educational, social care and health related reports and advice. Job title and contact details of SEN caseworker.

5. Categories of data subject – children and young persons who have been granted an Education, Health and Care Plan (EHCP). Parents of those children and young persons. SEN caseworkers.

7. Invision shall, in relation to the Customer Personal Data:

- (a) process the Customer Personal Data only on written instructions of the Authority. The scope, nature purpose and duration of the processing and the Customer Personal Data categories and Data Subject types are described above in the 'Details of Data Processing';
- (b) keep the Customer Personal Data confidential and ensure that anyone with access to the Customer Personal Data are informed of the confidential nature of the Customer Personal Data and are bound by appropriate confidentiality obligations with respect to the Customer Personal Data;
- (c) comply with the Authority's reasonable instructions with respect to processing the Customer Personal Data;
- (d) not transfer the Customer Personal Data outside of the UK unless it ensures that:
 - (i) the transfer is to a country approved as providing an adequate level of protection for the Customer Personal Data; or
 - (ii) there are appropriate safeguards in place for the transfer of the Customer Personal Data; or
 - (iii) binding corporate rules are in place; or
 - (iv) one of the derogations for specific situations applies to the transfer;
- (e) assist the Authority with meeting the Authority's compliance obligations under Data Protection Legislation, taking into account the nature of Invision's processing activities and the information available to Invision, including in relation to responding to any data subject access requests and to ensure compliance with its obligations with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Authority without undue delay on becoming aware of a Customer Personal Data breach or communication which relates to the Authority's or Invision's compliance with the Data Protection Legislation;
- (g) at the written request of the Authority, delete or return the Customer Personal Data (and any copies of the same) to the Authority on termination of the agreement unless required by the Data Protection Legislation to store the Customer Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate compliance with this Schedule and allow for audits by the Authority or the Authority's designated auditor on provision of reasonable notice.

8. Invision shall ensure that they have in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
9. The Authority acknowledges and consents generally to the appointment by Invision of third parties as sub-processors of the Customer Personal Data being processed under the agreement.
10. Invision confirms that it shall impose on all sub-processors the same data protection obligations as set out in this DPA and shall remain liable for the actions of its sub-processors.
11. Invision shall give the Authority notice of the appointment of any new sub-processors and provide the Authority with full details of the processing to be undertaken by the sub-processor, thereby giving the Authority the opportunity to object to such appointment. If Invision so notifies the Authority of any changes to sub-processors and the Authority objects to such changes, the Authority will be entitled to terminate the agreement (without liability for either party, and such termination will be deemed to be a no-fault termination) if the Authority has reasonable grounds for objecting to such changes by reason of the changes causing or being likely to cause the Authority to be in breach of the Data Protection Legislation.
12. In relation to any De-Identified Data that Invision processes, Authority authorises Invision to process such De-Identified Data for its own legitimate purposes which shall include developing the AI model provided always that Invision shall: (i) take all reasonable measures to ensure that such information cannot be associated with a data subject; and (ii) not attempt (and shall require any third party who accesses this information shall not attempt) to re-identify such data.
13. The parties acknowledge and agree that the processing of Customer Personal Data under this DPA by Invision, does not involve solely automated decision-making, including profiling, that would produce legal effects or similarly significantly affect the data subject. The Authority agrees to incorporate meaningful human review in any decision-making processes involving Customer Personal Data that may impact the rights or freedoms of the data subjects, including but not limited to:
 - a. **SEN caseworker Approval of Content:** Ensuring SEN caseworkers review and have the authority to modify or reject suggested text within the VITA system before finalisation, based on their expert judgment and local knowledge of the case.
 - b. **Quality Feedback Review:** Allowing SEN caseworkers to revisit and revise previous stages of the plan development process during quality feedback reviews, especially if any discrepancies or contextual nuances are identified that may impact the plan's relevance or accuracy.

- c. **Confirmation of Report Accuracy:** Requiring SEN caseworkers to verify that the final report accurately reflects key insights and salient details of the source documents, with an option to confirm this via a dedicated review checkpoint (e.g., a confirmation tick box).
 - d. **Explanation of System Recommendations:** Providing SEN caseworkers with accessible explanations of the AI-generated recommendations, so they can fully understand the rationale behind each output and assess whether it is appropriate before finalizing the decision.
 - e. **Guidance on When Human Intervention is Required:** Outlining specific situations where SEN caseworker intervention is mandatory, especially in cases where there are conflicts identified between the assessment documents.
 - f. **Documentation of Human Involvement:** Maintaining a clear audit trail documenting any modifications, judgments, or additional context provided by SEN caseworkers that influence the final report, demonstrating that human oversight was a key factor in the decision.
 - g. **Advisory-Only System Positioning:** Clearly positioning VITA as an advisory tool, ensuring that SEN caseworkers retain ultimate decision-making authority and can override the system's proposed initial text.
14. This DPA will remain in full force and effect so long as the agreement remains in effect.