

SaaS Agreement

+ End User Licence Agreement

GGP Systems Limited (**GGP**)



SaaS Agreement

+ End User Licence Agreement

BASIS OF AGREEMENT

GGP has agreed to provide the Solution to the Client and the Client has agreed to procure the Solution from GGP in accordance with the below Key Details, SaaS Terms and Conditions and the attached schedules and EULA (together, this **agreement**).

PARTIES

Parties	Details
GGP	Name: GGP Systems Limited Company Number: 02685491 Address: Suite 33, Amp House, Dingwall Road, Croydon, England, CR0 2LX Email: [insert] Contact Person: [insert]
Client	Name: [insert name and Company Number] Address: [insert] Email: [insert] Contact Person: [insert]

By signing below, the parties agree to be bound by this agreement.

Executed as an agreement on _____ (date)

EXECUTED by **GGP Systems Limited (Company Number: 02685491)** in accordance with section 44 of the *Companies Act 2006*.)
)
)
)

Signature of Director

Signature of **Director / Secretary**

Full Name of Director

Full Name of **Director / Secretary**

Date

Date

EXECUTED by [Party Name] [Party Company
Number] in accordance with section 44 of the
Companies Act 2006.)
)
)
)

Signature of Director

Signature of Director / Secretary

Full Name of Director

Full Name of Director / Secretary

Date

Date

TABLE OF CONTENTS

KEY DETAILS	1
SAAS TERMS AND CONDITIONS.....	2
1 HOW TO READ THIS AGREEMENT	2
2 TERM OF THIS AGREEMENT	2
3 THE SOLUTION	2
4 CLIENT OBLIGATIONS	3
5 CHANGES & ADDITIONAL SERVICES	5
6 THIRD PARTY SOFTWARE AND TERMS	5
7 PAYMENT	6
8 INTELLECTUAL PROPERTY	6
9 CONFIDENTIALITY AND RESTRAINT.....	7
10 PRIVACY AND DATA PROTECTION	8
11 WARRANTIES	1010
12 LIABILITY	10
13 UPGRADES AND DOWNGRADES	111
14 TERMINATION.....	11
15 IF THE PARTIES HAVE A DISPUTE	12
16 NOTICES.....	12
17 FORCE MAJEURE	13
18 GENERAL	13
19 DEFINITIONS.....	155
Schedule 1 Service Level Agreement.....	16
Schedule 2 End User Licence Agreement.....	Error! Bookmark not defined.9
Schedule 3 Processing of Personal Data by GGP	244

KEY DETAILS

Item	Details
Commencement Date	[insert]
Term	[insert]
Solution	Software: • [insert]
	Services: • [insert]
	Support: • [insert]
Number of Licenced Users	[insert]
Fees	Annual Subscription Fee: [insert]
	Additional Licensed Users Fee: [insert] per year for each additional user
Payment Terms	Annual Subscription Fee to be paid before Commencement Date
Special Conditions	[insert any additional terms specific to this job]

SAAS TERMS AND CONDITIONS

1 HOW TO READ THIS AGREEMENT;

1.1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in these terms and conditions have the meaning given:

- (a) to that word or phrase in the Key Details;
- (b) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (c) in the definitions in clause 19 of this agreement.

1.2 ORDER OF PRECEDENCE

- (a) Subject to clause 1.2(b) and unless otherwise expressly stated, in the event of any inconsistency between these terms and conditions and the Key Details, these terms and conditions will prevail to the extent of such inconsistency.
- (b) Any Special Conditions set out in the Key Details are incorporated in these terms and conditions and will replace and prevail over any other terms to the extent of any inconsistency.

2 TERM OF THIS AGREEMENT

This agreement commences on the Commencement Date and will continue for the Term unless terminated earlier in accordance with clause 14 (**Term**).

3 THE SOLUTION

3.1 SCOPE OF SOLUTION

- (a) The Solution includes the Software, Services and Support set out in the Key Details (**Solution**).
- (b) GGP will provide the Solution in accordance with all applicable laws and industry standards.

3.2 ENHANCEMENTS AND CUSTOMISATIONS

GGP may from time to time in its absolute discretion install enhancements to the Solution, where enhancements mean any upgraded, improved, modified or new versions of the Solution (including any customisations made at the Client's request).

3.3 SOFTWARE LICENCE

During the Term, GGP grants to the Client a non-exclusive, non-transferable licence to use the Solution and Documentation and to provide access to the Software for the Number of Licensed Users set out in a Key Details in accordance with this agreement.

3.4 HOSTED SERVICES

GGP will store Client Data using a third-party hosting service selected by GGP (**Hosting Service**), subject to the following terms:

- (a) (**hosting location**) The Client acknowledges and agrees that GGP may host the Software via cloud-based services which use storage servers located in and potentially outside England and Wales.
- (b) (**service quality**) While GGP will use its best efforts to select an appropriate hosting provider, GGP does not guarantee that the Hosting Service will be free from errors or defects or that Client Data will be accessible or available at all times.

- (c) (**security**) GGP will use its best efforts to ensure that Client Data is stored securely. However, GGP does not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to Client Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (d) (**backups and disaster recovery**) In the event of loss or damage to Your data, GGP will provide the exclusive remedial actions by using reasonable commercial endeavour to restore lost or damaged data from the latest/most recent backup taken of your data

3.5 SUPPORT SERVICES

- (a) Where the Key Details include Support, GGP will provide the Support to the Client during the Term in accordance with the Service Level Agreement in Schedule 1 in respect of the applicable Solution (**Covered Program**).
- (b) The Client acknowledges and agrees:
 - (i) GGP will take reasonable steps to provide Support where necessary during the Term;
 - (ii) the Client must first endeavour to resolve any issues with the Software internally and GGP will not assist with issues that are beyond its reasonable control; and
 - (iii) the Client is responsible for all internal administration and managing access, including storing back-up passwords and assisting its Personnel to access and use the Software.
- (c) We provide the Support during the Support Hours as set out on our Service Level Agreement
- (d) Support shall not be provided for:
 - (i) the use of any Covered Program in a manner inconsistent with the respective Documentation or this agreement;
 - (ii) any Covered Program which has been modified by anyone other than GGP;
 - (iii) failure of a Covered Program as a result of accident, abuse or misapplication; and
 - (iv) use of a Covered Program with products or software (**Other Software**) that are not commercially available (unless specifically accepted by GGP in writing and a copy of such Other Software, duly licensed for GGP's use, is supplied to GGP so that GGP can set up a maintenance test bed to determine faults.

3.6 SUBCONTRACTING

GGP may subcontract any aspect of providing the Solution and the Client hereby consents to such subcontracting.

4 CLIENT OBLIGATIONS

4.1 GENERAL

The Client:

- (a) must provide GGP with all documentation, information and assistance reasonably required by GGP to provide the Solution.
- (b) must provide GGP with access to the Client's premises and Personnel, to the extent required to install the Software and perform the Support; and
- (c) agrees that it will not, by receiving or requesting the Solution:
 - (i) breach any applicable laws, rules or regulations (including any applicable privacy laws); or
 - (ii) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

4.2 USERS AND EULA

- (A) The Client must, and must ensure that all Users:
 - (i) comply with this agreement (including the EULA) at all times; and
 - (ii) notify GGP without delay whenever it becomes aware of any case of a breach of this clause 4 or otherwise any illegal or unauthorised use of the Solution.
- (b) The Client acknowledges and agrees that GGP will have no liability for any act of a User or for damage, loss or expense suffered by a User in connection with the use of the Solution and will indemnify GGP for any such damage, loss or expense.

4.3 USE OF SOLUTION

The Client must not, and must not encourage or permit any User or any third party to, without GGP's prior written approval:

- (a) upload sensitive information or commercial secrets to the Software;
- (b) upload any harmful, discriminatory, defamatory, maliciously false implications, offensive, explicit, inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist material to the Software;
- (c) upload any material that is owned or copyrighted by a third party;
- (d) make copies of the Documentation or the Solution;
- (e) adapt, modify or tamper in any way with the Solution;
- (f) remove or alter any copyright, trade mark or other notice on or forming part of the Solution or Documentation;
- (g) create derivative works from, translate or reproduce the Solution or Documentation;
- (h) publish or otherwise communicate the Solution or Documentation to the public, including by making it available online or sharing it with third parties;
- (i) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Solution or Documentation to any third party, other than sub-licensing to a Licensed User for the Number of Licensed Users;
- (j) decompile or reverse engineer the Solution or any part of it, or otherwise attempt to derive its source code;
- (k) attempt to circumvent any technological protection mechanism or other security feature of the Solution;
- (l) permit any person other than Licensed Users to use or access the Solution or Documentation;
- (m) intimidate, harass, impersonate, stalk, threaten, bully or endanger any other user of the Solution or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment in connection with the Solution;
- (n) share its Software account information with any other person and that any use of its account by any other person is strictly prohibited. The Client, must immediately notify GGP of any unauthorised use of it or its User's account, password or email, or any other breach or potential breach of the Software's security;
- (o) use the Solution for any purpose other than for the purpose for which it was designed, such as not using the Solution in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity; nor
- (p) act in any way that may harm GGP's reputation or that of associated or interested parties or do anything at all contrary to the interests of GGP or the Solution.

4.4 CLIENT DATA

By providing or posting Client Data, the Client represents and warrants that, and must ensure that all Users make equivalent representations and warranties:

- (a) the Client is authorised to provide the Client Data;

- (b) the Client Data is accurate and true at the time it is provided;
- (c) the Client Data is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (d) the Client Data does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, Confidential Information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (e) the Client Data does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Solution or any network or system; and
- (f) the Client Data does not breach or infringe any applicable laws.

5 CHANGES & ADDITIONAL SERVICES

- (a) Where there are any changes or additions to the Key Details (including changes to the Solution or Services) which alter the scope set out in the Key Details (whether at the Client's request or GGP's suggestion) (**Changes**), the Client must pay a 'change in scope fee', in an amount reasonably determined by GGP (**Change Fee**).
- (b) GGP may also determine any other terms relating to the Change Fee, including the timing for which the Client will be invoiced for the Change Fee (**Change Fee Terms**).
- (c) GGP will only be required to perform Changes, if:
 - (i) both parties agree in writing for GGP to perform the Changes; and
 - (ii) the Client confirms in writing that they accept the relevant Change Fee and the Change Fee Terms.
- (d) The same standards, warranties, and indemnities apply to the Changes as apply to the original Key Details.
- (e) For the avoidance of doubt, any change to the Key Details that is reasonably considered by GGP to be a change in the scope of the Key Details, will be considered a Change.

6 THIRD PARTY SOFTWARE AND TERMS

- (a) The Client acknowledges and agrees that third party terms and conditions (**Third Party Terms**) may apply to use of the Solution.
- (b) The Client agrees to any Third Party Terms applicable to any third party goods and services that are used in providing the Solution and GGP will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- (c) GGP will endeavour to notify the Client of Third Party Terms that apply to the Solution, in which case:
 - (i) the Client must immediately notify GGP if it does not agree to such Third Party Terms; and
 - (ii) if GGP does not receive a notice in accordance with clause 6(c)(i), the Client will be taken to have accepted those Third Party Terms, and GGP will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- (d) The Client acknowledges and agrees that if it does not agree to any Third Party Terms, this may affect GGP's ability to meet any agreed schedules for delivering the Solution.

6.2 THIRD PARTY SOFTWARE

- (a) The Client acknowledges and agrees that issues can arise when data is uploaded to software, when data is transferred between different software programs, and when different software programs are integrated together. GGP cannot guarantee that integration processes between the Software and other software programs or IT systems will be free from errors, defects or delay.
- (b) The Client agrees that GGP will not be liable for the functionality of any third party goods or services, including any third party software, or for the functionality of the Software if the

Client integrates it with third party software, or changes or augments the Software, including by making additions or changes to the Software code or by incorporating APIs into the Software.

- (c) If the Client adds third party software or software code to the Software, integrates the Software with third party software, or make any other changes to the Software, including the Software code (**User Software Changes**), then:
- (i) the Client acknowledges and agrees that Client Solution Changes can have adverse effects on the Solution, including the Software;
 - (ii) the Client indemnifies GGP in relation to any loss or damage that arises in connection with the Client Solution Changes;
 - (iii) GGP will not be liable for any failure in the Solution, to the extent such failure is caused or contributed to by a User Software Change;
 - (iv) GGP may require the Client to change or remove Client Solution Changes, at GGP's discretion, and if GGP does so, the Client must act promptly;
 - (v) GGP may suspend the Client's access to the Solution until the Client has changed or removed Client Solution Changes; and/or
 - (vi) GGP may change or remove any Client Solution Changes, in its absolute discretion. GGP will not be liable for loss of data or any other loss or damage the Client may suffer in relation to GGP's amendment to, or removal of, any User Software Change.

7 PAYMENT

7.1 FEES

- (a) The Client must pay to GGP fees in the amounts and at the times set out in a Key Details, or as otherwise set out in this agreement or agreed to in writing (**Fees**).
- (b) All Fees are paid in advance and non-refundable for change of mind.

7.2 TIME FOR PAYMENT

Unless otherwise agreed in writing:

- (a) The Fees are due and payable prior to the Commencement Date and are a condition of the Solution being provided;
- (b) if GGP issues an invoice to the Client, payment must be made by the time(s) specified on such invoice; and
- (c) in all other circumstances, the Client must pay for all goods and services within 30 days of receiving an invoice for amounts payable.

7.3 FAILURE TO PAY

Unless otherwise agreed, GGP may, in its absolute discretion withhold delivery of any part of or all of the Solution until the Client has paid the invoice in respect of the Solution.

7.4 VAT

Unless otherwise indicated, the Fees do not include VAT. In relation to any VAT payable for a taxable supply by GGP, the Client must pay the VAT subject to GGP providing a tax invoice.

8 INTELLECTUAL PROPERTY

8.1 CLIENT DATA

- (a) The Client grants to GGP (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Data to the extent reasonably required to provide the Solution.

- (b) The Client:
 - (i) warrants that GGP's use of Client Data as contemplated by this agreement will not infringe any third-party Intellectual Property Rights; and
 - (ii) indemnifies GGP from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

8.2 GGP IP

- (a) Unless otherwise expressly agreed in a Key Details, the Client will not under this agreement acquire Intellectual Property Rights in any GGP IP or Developed IP.
- (b) Any Developed IP will be solely and exclusively owned by GGP and vest in GGP immediately upon creation.
- (c) GGP grants to the Client a non-exclusive, royalty free, non-transferable, worldwide and revocable licence to use GGP IP and any Developed IP to the extent required for the Client to use, enjoy the benefit of or exploit the Solution.

8.3 DEFINITIONS

For the purposes of this clause 8:

- (a) **"Developed IP"** means any materials produced by GGP in the course of providing the Solution including documentation, reports, data, designs, concepts, know-how, information, advice, opinions, emails, notes whether in draft or final form, in writing, provided orally, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to those materials.
- (b) **"GGP IP"** means all materials owned or licensed by GGP that is not Developed IP and any Intellectual Property Rights attaching to those materials.

9 CONFIDENTIALITY AND RESTRAINT

9.1 CONFIDENTIALITY

- (a) Except as contemplated by this agreement, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.
- (b) This clause does not apply to:
 - (i) information which is generally available to the public (other than as a result of a breach of these terms or another obligation of confidence);
 - (ii) information required to be disclosed by any law; or
 - (iii) information disclosed by a party to its subcontractors, employees or agents for the purposes of fulfilling its obligations under this agreement (**Additional Disclosees**).

9.2 RESTRAINT

For the duration of the Term and 6 months thereafter, the Client must not employ or engage (or be knowingly involved in another employing or engaging) any officers or employees of GGP with which the Client had contact during the course of this agreement.

9.3 BREACH

If either party becomes aware of a suspected or actual breach of this clause 9 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach.

10 PRIVACY AND DATA PROTECTION

10.1 CLIENT DATA

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (GDPR) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms “controller”, “processor”, “process” and “personal data” shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, the Client agrees that GGP will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:
 - (i) GGP providing Services;
 - (ii) GGP and/or its subcontractors and third party suppliers use the contact details the Client and the Client’s representatives to send marketing materials or other publications;
 - (iii) GGP may process personal data concerning its other clients and contacts in other ways for its own business purposes;
 - (iv) GGP may process and transfer personal data as necessary to effect a re-organisation of its business; and
 - (v) GGP may share personal data with other legal or professional advisers used by us to provide the Client with legal or professional services.
- (c) The Client’s instructions are taken to include the use by GGP, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (d) By accepting this agreement the Client gives positive consent for GGP to obtain, store and process information about the Client as described in this clause 10.
- (e) Each party shall comply with the terms of the Data Protection Legislation.

10.2 THIRD PARTY DATA

- (a) During and after the delivery of Services, there may be limited occasions where GGP may process on the Client’s behalf as a processor any personal data the Client have provided to GGP. GGP will advise the Client in writing where GGP believes GGP may act as a processor and any such processing shall be in accordance with, and subject to, this clause 10.2 and Schedule 3.
- (b) The Client agrees that where necessary the Client will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the processing, before providing GGP with personal data.
- (c) The Client warrants, in relation to the personal information and all other data that it provides to GGP in connection with this agreement (**Third Party Data**), that:
 - (i) the Client has all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;
 - (ii) the Client is not breaching any Law by providing GGP with Third Party Data;
 - (iii) GGP will not breach any Law by performing the Services in relation to any Third Party Data;
 - (iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, the Client has

- notified GGP of this, and GGP has agreed to perform the Services in respect of that data (being under no obligation to do so); and
- (v) GGP will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.
 - (d) The Client agrees at all times to indemnify and hold harmless GGP and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty in clause 10.2(a).
 - (e) The Client and GGP acknowledge that in respect of any Third Party Data and for the purposes of the Data Protection Legislation, the Client is the controller and GGP is the processor.
 - (f) The Client and GGP will comply with the Data Protection Legislation.
 - (g) GGP shall, in relation to any Personal Data processed in connection with this clause 10.2
 - (i) process that Personal Data only on written instructions of the Client as detailed in Schedule 1, as updated from time to time;
 - (ii) keep the Personal Data confidential;
 - (iii) comply with the Client's reasonable instructions with respect to processing Personal Data;
 - (iv) not transfer any Personal Data outside of the UK unless, in accordance with the Data Protection Legislation, GGP ensures that:
 - (A) the transfer is to a country approved as providing an adequate level of protection for Personal Data; or
 - (B) there are appropriate safeguards in place for the transfer of Personal Data; or
 - (C) binding corporate rules are in place; or
 - (D) one of the derogations for specific situations applies to the transfer;
 - (v) assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to GGP's or Client's compliance with the Data Protection Legislation;
 - (vii) at the written request of the Client, delete or return Personal Data (and any copies of the same) to the Client on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data; and
 - (viii) maintain complete and accurate records and information to demonstrate compliance with this clause 10.2 and allow for audits by the Client or the Client's designated auditor.
 - (h) GGP shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
 - (i) pseudonymising and encrypting Personal Data;
 - (ii) ensuring confidentiality, integrity, availability and resilience of its systems and services;

- (iii) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- (iv) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- (i) The Client agrees that any subcontractor appointed under clause 3.6 is a third-party processor of Personal Data under this agreement.

11 WARRANTIES

11.1 SERVICE LIMITATIONS

The Solution is made available to the Client strictly on an 'as is' basis. Without limitation, the Client acknowledges and agrees that GGP cannot guarantee that:

- (a) the Solution will be free from errors or defects;
- (b) the Solution will be accessible at all times;
- (c) messages sent through the Solution will be delivered promptly, or delivered at all;
- (d) information received or supplied through the Solution will be secure or confidential; or
- (e) any information provided through the Solution is accurate or true.

11.2 CORRECTION OF DEFECTS

- (a) GGP will make all commercially reasonable efforts to correct any errors, bugs or defects in the Solution which arise during the Term, and which are notified to GGP by the Client unless the errors, bugs or defects:
 - (i) result from the interaction of the Solution with any other solution or any computer hardware or services not approved in writing by GGP;
 - (ii) result from any misuse of the Solution; or
 - (iii) result from the use of the Solution by the Client other than in accordance with this agreement or the Documentation.
- (b) The Client agrees to provide GGP and its Personnel reasonable access to its premises, Personnel and IT systems to assist GGP in correcting any defects in the Solution.

11.3 EXCLUSION OF OTHER WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement are excluded.

12 LIABILITY

- (a) **(Liability)** To the maximum extent permitted by applicable law, GGP limits all liability in aggregate of all claims to the Client (and any third parties who encounter the services or goods through the Client's business) for loss or damage of any kind, however arising whether in contract, tort, statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by GGP to the amount paid by the Client to GGP in the 3 months preceding the date of the event giving rise to the relevant liability.
- (b) **(Indemnity)** The Client indemnifies GGP and its employees, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through the Client's business) arising from the Client's or the Client's employee's, client's, contractor's or agent's:
 - (i) breach of any third party intellectual property rights;
 - (ii) breach of any term of this agreement;
 - (iii) negligent, wilful, fraudulent or criminal act or omission; or

- (iv) use of the Solution.
- (c) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will GGP be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by GGP.
- (d) **(Unfair Contract Terms)** To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these T&Cs or a Scope of Work including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (e) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

13 UPGRADES AND DOWNGRADES

- (a) If additional users are required to the Number of Licensed Users set out in the Key Details, the following process will apply:
 - (i) the Client must notify GGP of the number of additional users required; and
 - (ii) GGP will invoice the Client the Additional Licensed User Fee for each additional user for the then current month/year and the remaining months of the Term.
- (b) For the avoidance of doubt, a reduction to the number of Licensed Users is not permitted during the Term.
- (c) These Terms will be taken to be amended in accordance with any changes agreed in accordance with this clause 13.

14 TERMINATION

14.1 TERMINATION BY GGP

- (a) GGP may end this agreement by providing notice to the Client.
- (b) This agreement will end 10 Business Days after the day the notice is sent (the **End Date**).

14.2 TERMINATION FOR BREACH

- (a) If a party (the **Notifying Party**) considers that the other party is in breach of this agreement (the **Breach**), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.
- (c) The other party will have 10 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the **Rectification Period**).
- (d) After the Rectification Period, the Notifying Party will:
 - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
 - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (**Termination for Breach Notice**).
- (e) Following a Termination for Breach Notice, the parties will stop all work under this agreement unless otherwise agreed.

- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 15. The indemnities, warranties and liability caps in clause 12 will apply to any disputes and resulting claims.
- (g) Where the Notifying Party is GGP and GGP provides a Termination for Breach Notice, GGP will provide along with such notice, an invoice for any Outstanding Amounts. The Client will pay the Outstanding Amounts to GGP within 10 Business Days after the Termination for Breach Notice is provided, unless the parties otherwise agree in writing to a payment plan.

14.3 OTHER CONSEQUENCES FOR TERMINATION

If this agreement ends, in addition to the specific consequences set out in clause 14.1 or 14.2 (as applicable), the parties will:

- (a) return all property and Confidential Information to the other party;
- (b) where applicable, the Client must remove the Software from all its computer systems;
- (c) comply with all obligations that are by their nature intended to survive the end of this agreement, including without limitation clauses 12 and 8; and
- (d) stop using any materials that are no longer owned by, or licensed to, them under clause 3.3 and 8.

14.4 DATA BACKUP

- (a) Full and final backup of all Customer Data held will be available to the Client via SFTP for up to 1 month following the termination or expiry of the Subscription Term or this agreement (**Back Up Period**).
- (b) Upon termination or expiry of this agreement, GGP may delete data and material associated with the Client, including Client Data, upon the expiry of the Back Up Period. .
- (c) GGP will not be able to recover any such data or content more than 6 months after the end of the Term, so it is recommended that the Client backs up anything important to it during the Back Up Period.
- (d) GGP will not be responsible to the Client, or any user, for, and GGP expressly disclaims any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of this agreement and any loss of data.

15 IF THE PARTIES HAVE A DISPUTE

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

16 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in the Key Details and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.

- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

17 FORCE MAJEURE

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strike or other industrial action;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,to the extent the occurrence affects the Affected Party's ability to perform the obligation.
- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 17(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

18 GENERAL

18.1 GOVERNING LAW AND JURISDICTION

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

18.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act* 1999 to enforce any term of this agreement.

18.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

18.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

18.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

18.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

18.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

18.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

18.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

18.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to £, or “GBP”, is to pound sterling currency of Great Britain, unless otherwise agreed in writing.

DEFINITIONS

In this agreement, capitalised terms have the meaning given to them in a Key Details, and the following phrases have the meaning set out below.

Term	Definition
Business Day	Means a day, other than a Saturday, Sunday or Public Holiday in London, England.
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.
Covered Program	Means the Solution to which the Support applies.
Client Data	means files, data, information or any other materials, which is uploaded or inserted to the Software, or otherwise provided to GGP, by the Client or its Licensed Users, and includes any Intellectual Property Rights attaching to such materials.
Documentation	means all manuals, help files and other documents supplied by GGP to the Client relating to the Solution, whether in electronic or hardcopy form.
EULA	means the End User Licence Agreement in Error! Reference source not found..
Fees	has the meaning given in clause 7.1(a) and includes the Annual Subscription Fee and any other Fees set out in a Key Details.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trademarks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Key Details	Means the table at the beginning of this agreement titled “Key Details”.
Licensed User	means a user of the Solution and Documentation who has been validly granted access to the Software and Documentation by the Client in accordance with clause 3.2.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Solution	has the meaning given in clause 3.1(a).
User	means the Client’s Licensed Users, its Personnel, and any other third party who are granted access to the Software or Documentation by the Client, its Licensed Users or its Personnel.

Service Level Agreement

All support and maintenance services rendered by GGP are so rendered under the terms and conditions set out in GGP's End User Licence Agreement ("EULA"). Defined terms as used herein shall have the same meaning ascribed to them in the EULA

OBTAINING SUPPORT:

To obtain technical support on a Covered Program, the Customer must follow any notification procedures specified by GGP herein. GGP provides a dedicated telephone support desk, which is manned from 9am to 5pm on weekdays, excluding public holidays and the period between Christmas and New Year, when the company is closed. The help desk and all support staff are based in GGP's Head Office in Croydon.

Support queries can be submitted by phone (0208 686 9887) or email (helpdesk@ggpsystems.co.uk) and an internal escalation procedure ensures that all matters are addressed in a timely fashion. Most queries are answered immediately by telephone; those requiring more detailed investigation may take hours or days, but you will be kept informed of progress throughout. All support issues that take more than one working day to resolve are highlighted to management and will be logged and reviewed daily by management.

SUPPORT PROCESS

GGP use Sugar CRM to log and record all support cases. It has a full list of reports that allow management to monitor the performance of the support team. In addition, GGP have a number of remote support programs to connect in and fix any issues; GGP encourage clients to provide remote access so that this higher level of support is available.

When the support case is initially logged, then the reporter is provided with a Case number which will allow the case to be tracked throughout the process to resolution and closure. If the issue raised is identified as a software defect, then a defect will be raised in MantisBT for the development team to assess and determine a priority and fix estimation. This will be communicated with the customer, together with any temporary work around which can be implemented to get around the issue. A summary of target response/fix times are contained in section 4.

SUPPORTED SOFTWARE:

Unless otherwise indicated, GGP Systems support all modules and supporting programs (as listed in the relevant technical specifications) that have been designated as generally available for re- sale by GGP Systems

EXCLUDED SOFTWARE:

- a. Any software components forming part of the client or server operating system on which the Software is run;
- b. Any software components forming part of the network operating system on which the Software is installed;
- c. Any operating system software driver components for peripheral devices, e.g. Screens, Printers, Plotters and Digitising tablets.

1. ADDITIONAL DEFINITIONS

In this Agreement, the following terms shall have the following meanings: -

"Charging Rates" means GGP's personnel charges from time to time plus the cost of any materials provided.;

"Customer" means the licensee of the relevant software as set out in the relevant Order Document;

"Maintenance Improvements" means corrections, by-passes or revisions to the Software which add no functionality to the Software.

"Services" means the provision by GGP to the Customer of technical support services in accordance with Clause 2 below.

2. THE SERVICES:

- 2.1 As part of the Support Program GGP shall supply to an End User patch, fixes and Upgrades;
- 2.2 GGP shall provide a telephone advice during its Working Hours through which GGP shall use its reasonable endeavours to ensure that the Software operates correctly in all material respects with the Documentation by diagnosing and correcting any inherent material defect, error or other non-conformity in the Software.
- 2.3 If GGP is unable to provide diagnosis and correction pursuant to Clause 2.2, the Customer shall send or deliver to GGP, at the Customer's expense, in a digital format agreed between the Customer and GGP the data containing the fault or defect together with any documentary or other evidence of the fault requested by GGP and a detailed description of the circumstances in which it arose as well as any other assistance which GGP may request to substantiate the existence or discover the cause of such fault.
- 2.4 If GGP is unable to identify the problem pursuant to Clause 2.3, GGP may at his discretion and with the agreement of the Customer, access the Software remotely or make a site visit to endeavour to identify and rectify the problem. Where the Software, or data accessed by the Software, is installed on a computer network, the Customer will provide the network administration support resource for the site visit period at the Customer's expense and provide GGP with all reasonable access to the network as deemed necessary by GGP, solely for the purpose of identifying and rectifying the problem. If the problem is clearly identified by GGP to lie in "the Software", no charge will be made to the Customer. In all other circumstances, GGP reserve the right to charge the Customer all reasonable expenses and professional consultancy at its then current Charging Rates.

3. ADDITIONAL CHARGES:

- 3.1 GGP will be entitled to charge the Customer additional charges at its Charging Rates for time which in the reasonable opinion of GGP it spends in relation to or on account of any of the following: -
 - a. data restoration and/or re-establishment or other assistance required by the Customer which was not the result of inherent Software errors;
 - b. setting up the Software on new hardware;
 - c. unauthorised use of the Software;
 - d. inadequate back-up procedures;
 - e. providing the Services outside the Working Hours;
 - f. providing any other services not covered herein;
 - g. providing services to the Customer in circumstances where any reasonably skilled and competent computer programmer would have judged the Customer's request to have been unnecessary;
 - h. installing any patch, fix or Upgrades for the Customer, if not hosted by GGP;
 - i. providing the Services to the Customer where such support would in GGP's reasonable opinion have been unnecessary if the Customer had implemented the Maintenance Improvement(s) made available to the Customer prior to the call for technical support pursuant to Clause 2 above;
 - j. if after a site visit (from clause 2.3) the problem is identified and established in GGP's reasonable opinion not to be located in the Software.
- 3.2 Where the Customer wishes GGP to effect modifications to the Software or any other services not covered herein, GGP shall (unless the parties agree otherwise in writing) be entitled to charge the Customer for such work at its Charging Rates. GGP shall charge

for such work monthly in arrears.

- 3.3 GGP may without prejudice to any other rights and remedies suspend the Services hereunder if the Customer's account with GGP is substantially overdue for any reason.

4. Response Times

Priority	Definition	Target Response	Target Fix / Return to Work
1 - System Down	Critical business failure. E.g. LLPG unavailable or not functioning.	Within 15 minutes	Within 4 hours.
2 - High	Key element of service not available or incident affecting 10 or more users or a complete department.	Within 30 minutes	Within 2 days
3 - Standard	Incident affecting 2-9 users.	Within 4 hours	Within 5 working days
4 - Low	Issue only affecting a single user or Advice & Guidance required.	Within 4 hours	Within 15 working days

GGP SYSTEMS END USER LICENCE AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE USING SOFTWARE

GGP SYSTEMS LIMITED ("GGP") OR ITS LICENSORS OWN THE INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE AND DOCUMENTATION ("MATERIALS"). IT IS UNLAWFUL TO LOAD, INSTALL OR COPY THIS SOFTWARE INTO A COMPUTER WITHOUT OUR LICENCE. GGP IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LICENCE AGREEMENT.

LICENCE ACCEPTANCE PROCEDURE: BY INSTALLING AND USING THE MATERIALS, YOU INDICATE ACCEPTANCE OF THIS LICENCE AND THE LIMITED WARRANTY AND LIMITATION OF LIABILITY SET OUT IN THIS LICENCE. YOU ARE (I) REPRESENTING THAT YOU ARE NOT A MINOR AND HAVE FULL LEGAL CAPACITY AND HAVE THE AUTHORITY TO BIND YOURSELF AND IF APPLICABLE, YOUR EMPLOYER, TO THE TERMS OF THIS AGREEMENT; AND (II) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORISED REPRESENTATIVE OF YOUR EMPLOYER. IF YOU ARE NOT SO AUTHORISED, NOR DEEMED IN LAW TO HAVE SUCH AUTHORITY, YOU ASSUME SOLE PERSONAL LIABILITY FOR THE OBLIGATIONS SET OUT IN THIS LICENCE.

DEFINITIONS, SOFTWARE PERMISSIONS AND RESTRICTIONS

- **"Computer"** means an electronic programmable device for the storage and processing of information;
- **"Documentation"** means the relevant user manual for the Software;
- **"Intellectual Property Rights"** or "IPR" means all intellectual property rights including, but not limited to, patents, trade secrets, trademarks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country;
- **"Licence Fee"** -the licence fee specified in the Order Document;
- **"Order Document"** means the order documentation in a format acceptable to GGP, under which the Software was ordered;
- **"Software"** means the relevant version of the software as identified in the Order Document;
- **"You or Your"** means the entity licensing the Software as set out in the Order Document.
- **"Use"** means installing and using or accessing the Software solely for Your internal business purposes (which for the avoidance of doubt shall not include use for facilities management or bureau service purposes) strictly in accordance with the User Parameters and subject to any special conditions specified in the Order Document;
- **"User Parameters"** the specification of the hardware on which the Software may be used, the location at which the Licensee may use the Software, and any other parameters of use specified in the Schedule.

LICENCE GRANT

GGP owns or is authorised to license the object code version of the Software and upon installing the Software on a Computer You accept a non-exclusive, non-transferable licence to Use, the Documentation and object code version of the Software as ordered and paid for by You in the Order Document, under the terms and conditions set forth herein. GGP or its licensors owns all Intellectual Property Rights and Your rights are limited to those expressly granted in this Agreement.

LICENCE FEES

Payment of the fees specified on the Order Document or as agreed between You and GGP or an authorised reseller of GGP, shall entitle You to Use the Software for an indefinite period, solely for the purpose set out in the Documentation.

If maintenance is provided by GGP, it shall be renewed annually (except as otherwise provided in the Order Document) and You agree to pay GGP's then applicable annual renewal maintenance fee, unless either party gives the other at least 90 days' written notice of non-renewal. If you elect to take Maintenance on the Software you must renew Maintenance for all GGP licenses that are allocated to you, if you fail to do so GGP reserve their right not to renew such Maintenance, or to suspend the provision of Maintenance Services until you have become compliant.

MAINTENANCE AND SUPPORT

If You have elected to receive annual maintenance on the Software ("Covered Program") and upon payment of the applicable annual support and maintenance fees for GGP's "Support", as set out in an Order Document, "You shall receive the following services for Covered Programs during Support Hours (Support Hours means the hours GGP provides the support services, holidays excluded), which may be viewed on GGP's website: <http://www.ggpsystems.co.uk> web based support services which includes submitting, reviewing and updating service requests via the website; mail support and telephone support. Support shall not be provided for: (i) the use of any Covered Program in a manner inconsistent with the respective Documentation or this Agreement; (ii) any Covered Program which has been modified by anyone other than GGP; (iii) failure of a Covered Program as a result of accident, abuse or misapplication; (iv) use of a Covered Program with products or software ("Other Software") that are not commercially available (unless specifically accepted by GGP in writing and a copy of such Other Software, duly licensed for GGP's use, is supplied to GGP so that GGP can set up a maintenance test bed to determine faults) ; and (v) any version of a Covered Program as to which a subsequent version was released more than six (6) months earlier. New Releases: From time to time, at no additional cost, GGP may provide generally available upgrades to the Covered Programs to You with one copy of any corresponding Documentation related to such upgrades. Software upgrades that add substantially new functionality as determined by GGP may require the payment of an additional fee. Upgrades will be subject to this Agreement as well as any additional then current terms and conditions so long as any additional terms and conditions do not conflict with this Agreement. Upgrades, as well as other information, shall be made available for download from GGP's website or by shipment to you. GGP will support one release back of the Covered Programs for a period of six months ("Support Period"). Once the Support Period has elapsed, GGP shall continue to support the Covered Programs for an additional six (6) month period, but shall not dedicate any research and development resources to such Covered Programs, including patches, error correction, bug fixes, or other revisions to the Covered Programs. Once Software is upgraded by You, You must promptly discontinue all use of the prior version of the said Software.

THIS LICENCE ENTITLES YOU TO:

- install the Software on a single Computer for use up to the maximum number of concurrent users ordered and paid for;
- within the scope of license granted herein, permit third party service providers to utilise the Software on Your behalf, For the sake of this provision You agree that such third party service provides shall be deemed to be Your employees and subject to all the terms and conditions of this Agreement;
- make a reasonable number of copies of the Software for backup and/or archival purposes; and
- copy and use the Documentation as reasonably necessary in connection with Your authorised internal business Use of the Software.

YOU MAY NOT:

- modify, adapt, translate, decompile, disassemble, or reverse engineer the Software or create derivative works of or based on the Software, except to the extent that the foregoing restriction is expressly prohibited by applicable law;
- make unauthorised copies of the Software;
- allow any unauthorised third party to use or have access to the Software or Documentation;
- use the Software to provide services to any third party, including Your affiliates or subsidiaries;
- to the fullest extent permitted by law, use the Software as an add-in product to any third party product without GGP's prior written consent;
- Use, evaluate or view the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to the functions performed by the Software;
- provide externally or to third parties any oral or written communication describing or summarising the features, functions or performance characteristics of the Software or Documentation or that compares the Software to any similar product of Yours or any third party;

- disclose, reproduce, distribute or use the Software or Documentation except as necessary to exercise the license granted hereunder; or
- without the prior written consent of GGP, sub-licence, rent, lease, transfer or assign Your rights under this Agreement, including an assignment by operation of law.

YOU ACKNOWLEDGE AND AGREE THAT:

- save in respect of payment made prior to shipment of the Software, by way of electronic commerce or other means, payment terms are net thirty (30) days from date of GGP's invoice, which may be submitted upon shipment of the Software;
- You shall pay a late payment charge equal to the lesser of six percent (6%) of the outstanding amount or the maximum amount allowed by law on any invoice rendered by GGP that is not paid when due;
- You shall pay GGP for all sales, use and excise taxes and any other tax assessments on the Software. You are not liable for any taxes on GGP's net income. You shall promptly effect payment of the Withholding Tax to the appropriate tax authorities and shall transmit to GGP within thirty (30) business days of such payment official tax receipts or other evidence issued by the appropriate tax authorities sufficient to enable GGP to support a claim for income tax credits in GGP's country of residence. You further agree to assist GGP, upon request, if GGP contests, by appropriate legal or administrative proceedings, the validity or amount of the Withholding Tax;
- You will include on permitted copies of the Software all copyright, trademark and other proprietary rights notices included on the originals;
-
- the Software and Documentation contain valuable proprietary information and trade secrets of GGP and You shall protect the secrecy of, and avoid disclosure and unauthorised use of, the Software and Documentation, using at least those measures that You take to protect Your own confidential information, but in no event shall such measures be less than reasonable;
- You shall comply with all applicable export control laws and regulations with respect to the Software and Documentation;
- any violation or threatened violation of this Agreement may cause irreparable injury to GGP for which GGP may apply for injunctive relief, in addition to all legal remedies; and
- upon violation of any of the provisions of this Agreement Your rights to use the Software and Documentation shall automatically terminate and You shall return to GGP or destroy all copies of the Software and Documentation.

LIMITED WARRANTY. GGP warrants that for a period of thirty (30) days from the date of delivery of the Software ("Warranty Period"), the Software will operate substantially in accordance with the Documentation. GGP does not warrant that the functions of the Software will meet Your requirements or that operation of the Software will be uninterrupted or error free. You must inform GGP in writing during the Warranty Period if the Software does not operate as warranted and provide to GGP such information and materials as GGP may reasonably request to document and reproduce such problem and to verify whether any proposed solution corrects such problem. Following the receipt of such information and materials, if GGP determines, in its sole discretion, that the Software does not operate as warranted, then GGP will at its election, either: (a) modify the Software so that it operates as warranted; (b) replace the Software with other software offering substantially similar functionality; or, (c) if neither (a) nor (b) is commercially feasible, refund the license fee paid to GGP and any applicable maintenance fees for the Software.

EXCLUSIONS. GGP shall have no responsibility, warranty or other obligations whatsoever if You: (a) use the Software: (a) in a manner inconsistent with the Documentation or this Agreement; or (b) modify the Software; or (c) cause a failure of the Software through accident, abuse or misapplication.

NO OTHER WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES PROVIDED IN THE LIMITED WARRANTY SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATION GENERATED, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

INTELLECTUAL PROPERTY INDEMNITY. Subject to the Intellectual Property Indemnity Limitations Section set forth below, GGP will defend, at its own expense, any claim, suit or proceeding brought against You to the extent it is based upon a claim that the Software ("Indemnified Product") obtained pursuant to this Agreement infringes upon any patent, or copyright, or misappropriates a trade secret of any third party ("Claim"). You shall: (a) promptly notify GGP in writing of any such Claim; (b) give GGP full information and assistance in connection therewith; and (c) give GGP the sole right to control the defence of any such Claim and the sole right to settle or compromise any such Claim. GGP shall pay all damages, costs, and expenses finally awarded to third parties against You in such action by a court of competent authority or agreed to in settlement by GGP. If the Software is, or in GGP's reasonable opinion might be, held to infringe or misappropriate as set forth above, GGP may, at its option and expense replace or modify such Software with a program substantially similar in functionality so as to avoid infringement or misappropriation, or procure the right for You to continue the use of such Software. If neither of such alternatives is, in GGP's opinion, commercially reasonable, such Software shall be returned to GGP, and GGP shall refund the licence fees paid by You to GGP for such Software, as limited by the next sentence. The refund for a perpetual Software license shall be based on five-year straight line depreciation. TO THE FULL EXTENT PERMITTED BY LAW, THE FOREGOING STATES THE ENTIRE LIABILITY OF GGP TO YOU CONCERNING INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET RIGHTS, AND IS IN LIEU OF AND REPLACES ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS REGARDING INFRINGEMENT OR MISAPPROPRIATION.

INTELLECTUAL PROPERTY INDEMNITY LIMITATIONS. GGP shall have no liability for, and no obligation to defend You against any claim of infringement to the extent such claim is based on: (a) use of an Indemnified Product outside the scope of this Agreement; (b) use of a superseded or altered release of an Indemnified Product; (c) the combination, operation, or use of an Indemnified Product with software, hardware or other materials not specified in the Documentation; (d) any modification of the Indemnified Product not made or authorised in writing by GGP; or (e) Your use of the Indemnified Product after GGP's notice to You that it shall cease use of the Indemnified Product due to such Claim. The above exclusions apply to the extent that the infringement would have been avoided but for such improper use.

LIMITATION OF LIABILITY. SAVE IN RESPECT OF A BREACH OF GGP'S INTELLECTUAL PROPERTY RIGHTS AND EXCEPT FOR GGP'S OBLIGATIONS UNDER "INTELLECTUAL PROPERTY INDEMNITY", AND ANY DAMAGES ARISING FROM A BREACH OF THE CONFIDENTIALITY OBLIGATIONS BY EITHER PARTY OR A BREACH BY YOU OF THE LICENSE GRANT AND CONDITIONS FOR THE SOFTWARE, THE PARTIES (FOR THEMSELVES AND THEIR RESPECTIVE THIRD PARTY LICENSORS, SUPPLIERS OR CONTRIBUTORS) EXCLUDE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, FOR INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS AND DATA), INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SAVE IN RESPECT OF A BREACH OF GGP'S INTELLECTUAL PROPERTY RIGHTS AND EXCEPT FOR GGP'S OBLIGATIONS UNDER "INTELLECTUAL PROPERTY INDEMNITY" AND ANY DAMAGES ARISING FROM A BREACH OF THE CONFIDENTIALITY OBLIGATIONS BY EITHER PARTY, TO THE MAXIMUM EXTENT ALLOWED BY LAW GGP'S MAXIMUM LIABILITY TO YOU FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED TWO TIMES THE AMOUNT PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CAUSE OF ACTION. TO THE EXTENT NOT PROHIBITED BY LAW, GGP'S THIRD PARTY LICENSORS, SUPPLIERS OR CONTRIBUTORS SHALL NOT BE LIABLE TO YOU FOR ANY AMOUNT OR KIND OF DAMAGES ARISING OUT OF USE OF, OR INABILITY TO USE, THE SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from (a) tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of GGP, in which event GGP's maximum liability shall be limited to £1,000.00 for each

event or series of events; or (b) death or personal injury caused by the negligence of an employee or authorized agent of either party; or (c) wilful misconduct or gross negligence of either party.

SPECIAL PROVISIONS REGARDING OPEN SOURCE AND THIRD PARTY SOFTWARE. The Software may contain or be distributed with third party software covered by an open source software license ("Open Source Software") or other third party software ("Third Party Software") covered by a different license. If Open Source Software is included the terms and conditions of this license do not apply to the Open Source Software. If Third Party Software is included the terms and conditions of this license may not apply to Third Party Software. Information concerning the inclusion of the Open Source Software and Third Party Software not covered by this license, if any, and the notices, license terms and disclaimers applicable to such software is contained in the Documentation.

AUDIT RIGHTS. You shall maintain complete and accurate books and records relating to compliance with the usage restrictions of the Software. GGP shall have the right at its own expense, during Your normal business hours and upon reasonable written notice, to audit Your computers, books and records to verify Your compliance with the terms and conditions of this Agreement.

SURVIVABILITY. The following shall survive expiration or termination of this Agreement: Licence Grant, Confidentiality Restrictions, Intellectual Property Indemnity Limitations, Limitation of Liability, Audit Rights, Law and Jurisdiction, and General Provisions.

LAW AND JURISDICTION. An action at law under this Agreement may only be brought before a court of appropriate jurisdiction in the country whose law governs this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

The validity of this Agreement its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined by the substantive law, excluding the private international law rules, of England and Wales and will be submitted to the exclusive jurisdiction of the English courts.

TERMINATION. If You breach any term of this Agreement or if You becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against You, GGP shall have the right to withhold its own performance hereunder and/or to terminate this Agreement immediately and, in addition to all other rights of GGP, all amounts due or to become due hereunder will immediately be due and payable to GGP.

GENERAL PROVISIONS. This Agreement represents the complete agreement concerning this licence, supersedes all prior agreements, and may be amended only in writing and executed by duly authorised representatives of both parties. Save in respect to quantity and price, the provisions of any order document issued by You shall be of no effect (notwithstanding any provisions in such order document to the contrary). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute, rule or law, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Headings used in this Agreement are provided for convenience only, and shall not in any way affect the meaning or interpretation hereof. A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a clear written statement that such term or condition is waived. Save in respect to Your obligation to pay GGP's invoice's as and when they fall due, neither party shall not be responsible for any failure to perform due to "force majeure" causes beyond its reasonable control including, but not limited to, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export licence applications, accidents, strikes, fuel crises or power outages.

Schedule 3 Processing of Personal Data by GGP

1 SCOPE

Personal data may be collected, stored and analysed on GGP's systems or the Client's systems only and not within the sole control of GGP at any time.

2 NATURE

Electronically, automatically through the Solution.

3 PURPOSE OF PROCESSING

To provide the Services as contracted between GGP and the Client and in accordance with this agreement.

4 DURATION OF PROCESSING

The duration of this agreement only.

5 CATEGORIES OF PERSONAL DATA

[insert details]

6 CATEGORIES OF DATA SUBJECT

Employees and contractors of the Client (including but not limited to End Users)