



HeyCentric™

SAAS Agreement

Abstract

This document contains HeyCentric's G-Cloud SAAS terms and conditions. All information contained within this document is publicly available.

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Software as a Service Agreement

HeyCentric Limited

and

[INSERT CUSTOMER NAME]

1. Contract Details

DATE: [INSERT DATE]

Contract No:	[CONTRACT NUMBER]
Customer:	[COMPANY NAME] (No. [NUMBER])
Customer's address:	[REGISTERED ADDRESS]
Customer's contact:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Supplier:	HeyCentric Limited (No. 12188113)
Supplier's address:	HeyCentric, Kestrel Court, Harbour Road, Portishead, Bristol, United Kingdom, BS20 7AN
Supplier's VAT number:	[NUMBER]

Supplier's contact:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Effective Date:	Means the date when this Contract has been signed by both parties.
Initial Term	[insert the length of the initial term i.e. one year for the Effective Date].
Schedules:	Schedule 1 – Annual Contract Licence Fees Schedule 2 – Mandatory Policies

2. Interpretation

2.1 The definitions and rules of interpretation in this clause apply in this Contract.

"Annual Contract Licence Fees" the fees payable by the Customer to the Supplier as set out in Schedule 1 (Annual Contract Licence Fees).

"Applicable Data Protection Law" all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) ("**DPA 2018**"); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Applicable Law" all applicable laws, statutes, regulations and codes from time to time in force anywhere in the world.

"Authorised Users" those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 3.2(a).

"Business Day" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Conditions" these terms and conditions set out in clause 1 (Interpretation) to Clause 15 (General) (inclusive).

"Contract" this contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

"Controller", "Controlling", "Controlled" "Processor", "Data Subject", "Personal Data" and "Processing" (and **"Process"**) shall have the meanings given in Applicable Data Protection Law.

"Customer Data" the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

"Documentation" the document made available to the Customer by the Supplier which sets out a description of the Services and the user instructions for the Services.

"Initial Term" the initial term of this Contract as set out in the Contract Details.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, 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, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

"Mandatory Policies" the Supplier's business policies attached in Schedule 2(Mandatory Policies), as amended by notification to the Customer from time to time.

"Modules" the modules purchased by the Customer pursuant to Schedule 1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Contract.

"Renewal Period" the period described in clause 2.1.

"Services" the services provided by the Supplier to the Customer under this Contract as more particularly described in the Documentation.

"Software" the online software application provided by the Supplier as part of the Services.

"Term" has the meaning given in clause 2.1 (being the Initial Term together with any subsequent Renewal Periods).

Support Services Policy: the Supplier's policy for providing support in relation to the Services

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

"Viruses" 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.

2.2 The Contract is made up of the following:

- (a) the Contract Details;
- (b) the Conditions; and
- (c) the Schedules.

2.3 If there is any conflict or ambiguity between the terms of the documents listed in clause 1.2, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2.4 A reference to legislation or a legislative provision:

- (a) is a reference to it as amended, extended or re-enacted from time to time; and
- (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.6 A reference to writing or written includes email.

3. Commencement and term

3.1 The Contract shall commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Contract shall be automatically renewed for successive periods of the 12 months (each a "**Renewal Period**") unless:

- (a) terminated earlier in accordance with clause 14(Termination); or
- (b) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Term or Renewal Period;

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

4. Users

- 4.1 Subject to the Customer purchasing the Modules in accordance with 4.3 and clause 11.1, the restrictions set out in this clause 3 and the other terms and conditions of this Contract, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.
- 4.2 In relation to the Authorised Users, the Customer undertakes that:
- (a) it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the Customer's data processing facilities and compliance with this Contract. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.
- 4.3 The Customer shall not:
- (a) 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 Contract:
- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- (b) 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
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 15.2(a), 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
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 3 (Users); or
- (f) introduce or permit the introduction of, any Viruses into the Services or the Supplier's network and information systems.

- 4.4 The Customer 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 the Supplier.
- 4.5 The rights provided under this Clause 3 (Users) are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

5. Additional Modules

- 5.1 Subject to clause 4.1 and clause 4.3, the Customer may, from time to time during the Term, purchase any Additional Modules outlined in Schedule 1 (Annual Contract Licence Fees) and the Supplier shall grant access to the Services and the Documentation to such Additional Modules in accordance with the provisions of this Contract.
- 5.2 If the Customer wishes to purchase Additional Modules, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for Additional Modules and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall activate the Additional Modules within [insert number] days of its approval of the Customer's request.
- 5.3 If the Supplier approves the Customer's request to purchase Additional Modules, the Customer shall, within thirty (30) days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such Additional Modules as set out in Schedule 1 (Annual Contract Licence Fees) and, if such Additional Modules are purchased by the Customer part way through the Initial Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Term or then current Renewal Period (as applicable).

6. Services

- 6.1 The Supplier shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Contract.
- 6.2 The Supplier shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.
- 6.3 The Supplier's obligations at clause 5.2, shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 5.2, Supplier will,

at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.2.

- 6.4 The Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free.
- 6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.
- 6.6 The Supplier shall use commercially reasonable endeavours to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for:
- (a) planned maintenance carried out during the maintenance window of [22:00 hours to 02:00 hours UK time]; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least [six (6) Normal Business Hours] notice in advance. If deemed necessary by the Supplier, the Supplier will implement patches to the Services for security related activity without notice.
- 6.7 The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time.
- 6.8 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data. The Supplier 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 the Supplier to perform services related to Customer Data maintenance and back-up for which shall remain liable).

7. Third Party Providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the

content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. Customer's Obligations

8.1 The Customer shall:

- (a) co-operate with the Supplier in all matters;
- (b) provide, in a timely manner, such information as the Supplier may require, and ensure that it is accurate and complete in all material respects;
- (c) without affecting its other obligations under this Contract, comply with all Applicable Laws with respect to its activities under this Contract;
- (d) ensure that the Authorised Users use the Services and Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- (e) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (f) be, to extent permitted by Applicable Law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and security its network connections and telecommunications links from its system to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is no personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9. Maintenance Releases

The Supplier will provide the Customer with all maintenance releases generally made available to its customers. The Supplier warrants that no maintenance release will adversely affect the then existing facilities or functions of the Software.

10. Data protection

10.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of Applicable Data Protection Law.

- 10.2 This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Law.
- 10.3 The Customer hereby indemnifies, and shall keep indemnified, the Supplier from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, supervisory authority as a result of any breach or alleged breach by Customer of any Applicable Data Protection Law. This indemnity shall not be subject to any limits or exclusions of liability that may otherwise apply, or be imposed, under this Contract.

11. Intellectual Property

- 11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentations. Except as expressly stated herein, this Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secret, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 11.2 The Supplier confirms that it has all rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

12. Charges And Payment

- 12.1 The Customer shall pay the Annual Contract Licence Fees to the Supplier for the Modules (including any Additional Modules) in accordance with this Clause 11 and Schedule 1 (Annual Contract Licence Fees).
- 12.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to date and complete contract and billing details and, if the Customer provides:
- a) its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card:
- 12.2.1.1 On the Effective Date for the Annual Contract Licence Fees payable in respect of the Initial Term; and
- 12.2.1.2 Subject to clause 2.1, on each anniversary of the Effective Date for the Annual Contract Licence Fees payable in respect of the next Renewal Period;

- b) Its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
- 12.2.2.1 on the Effective Date for the Annual Contract Licence Fees payable in respect of the Initial Subscription Term;
 - 12.2.2.2 subject to clause 2.1, at least thirty (30) days prior to each anniversary of the Effective Date for the Annual Contract Licence Fees payable in respect of the Renewal Period; and the Customer shall pay each invoice within thirty (30) days after the date of such invoice.
- 12.3 If the Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier:
 - a) the Supplier may, on no less than five (5) Business Days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
 - 12.4 All amounts and fees stated or referred to in this Contract:
 - a) shall be payable in pounds sterling;
 - b) are, subject to clause 13.7, non-cancellable and non-refundable;
 - c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
 - 12.5 The Supplier may increase the Annual Contract Licence Fees in accordance with the mechanisms set out in Schedule 1(Annual Contract Licence Fees).

13. Insurance

During the term of this Contract the Parties shall maintain in force, with a reputable insurance company, appropriate insurances to cover the liabilities that may arise under or in connection with this Contract.

14. Limitation Of Liability

- 14.1 References to liability in this clause 13 (Limitation of Liability) include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.3 Nothing in this clause 13 shall limit the Customer's payment obligations under this Contract.
- 14.4 Nothing in this Contract shall limit the Customer's liability under clause 9 (Data Protection) and clause 15.3 (Confidentiality) of this Contract.
- 14.5 Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- a) death or personal injury caused by negligence; or
 - b) fraud or fraudulent misrepresentation.
- 14.6 The Supplier shall have no liability for any loss of profits, loss of business, wasted expenditure, 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.
- 14.7 Subject to clause 13.2 (No limitation in respect of deliberate default), clause 13.5 (Liabilities which cannot legally be limited) and clause 13.6 (Excluded losses of liability), the Supplier's total liability shall not exceed 125% of the Annual Contract Licence Fees.
- 14.8 Subject to clause 13.2 (No limitation in respect of deliberate default), clause 13.3 (No limitation of the Customer's obligation to pay sums due), clause 13.4 (Liability under identified clauses) and clause 13.5 (Liabilities which cannot legally be limited), the Customer's aggregate liability shall not exceed 125% of the Annual Contract Licence Fees.

15. Termination

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

- a) the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of forty (40) days after being notified in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.

15.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- b) there is a change of control of the Customer.

15.3 On termination of this Contract for whatever reason:

- a) all rights and licences granted to the Customer under this Contract shall immediately cease and the Customer shall cease all use of the Services and/or the Documentation;
- b) 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;
- c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, not later than ten days after the effective date of the termination of this Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and

resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data;

- d) any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect; and
- e) termination or expiry of this Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

16. General

16.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for six (6) weeks, the party not affected may terminate this Contract by giving ten (10) days' written notice to the affected party.

16.2 Assignment and other dealings.

- a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the Supplier's prior written consent.
- b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

16.3 Confidentiality.

"**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Contract, including:

- a) the terms of this Contract or any contract entered into in connection with this Contract;
- b) any information that would be regarded as confidential by a reasonable business person relating to:

16.3.2.1 the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party;

16.3.2.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and

16.3.2.3 any information that is developed by the Supplier in the course of carrying out this Contract.

c) The provisions of this clause 15.3 shall not apply to any Confidential Information that:

16.3.3.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

16.3.3.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

16.3.3.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

16.3.3.4 the parties agree in writing is not confidential or may be disclosed.

d) Each party undertakes that it shall not at any time during this Contract, and for a period of two (2) years after termination or expiry of this Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, for any purpose other than to perform its obligations under this Contract. except as permitted by clause 15.3(e).

e) A party may disclose the other party's Confidential Information to its Representatives who need to know such information for the purposes of carrying out the party's obligations under this Contract, provided that:

16.3.5.1 it ensures that its Representatives to whom it discloses the other party's confidential information is informed of the confidential nature of the Confidential Information before disclosure; and

16.3.5.2 at all times, it is responsible for such Representatives' compliance with this clause 15.3.

f) A party may disclose the other party's Confidential Information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

g) No party shall make, or permit any person to make, any public announcement concerning this Contract 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.

- 16.4 **Entire agreement.** This Contract 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.
- 16.5 **Counterparts.** This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.
- 16.6 **No partnership or agency.**
- a) Nothing in this Contract is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
 - b) Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.7 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.8 **Waiver.**
- a) A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - b) A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.9 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 15.9 shall not affect the validity and enforceability of the rest of the Contract.

16.10 Notices.

a) Any notice given to a party under or in connection with this Contract shall be in writing and shall be sent to the party at the address or email address given in this Contract or as otherwise notified in writing to the other party.

b) Any notice shall be deemed to have been received:

16.10.2.1 if delivered by hand, at the time the notice is left at the proper address;

16.10.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

16.10.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. In this clause 15.10(b)(iii), "**Business Hours**" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

c) This clause 15.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.11 Third party rights. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.12 Governing law. The Contract, 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.

16.13 Jurisdiction. 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 Contract or its subject matter or formation.

This Contract has been entered into on **[INSERT DATE]**. *[Drafting note: this should be the date the parties sign the agreement]*

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF CUSTOMER]

.....

Director

Signed by Gareth Ennis

for and on behalf of HEYCENTRIC LIMITED

.....

Director

Schedule 1 (Annual Contract Licence Fees)

1. Annual Contract Licence Fees

The Annual Contract Licence Fees shall amount to a total of £[amount], based on the Modules purchased by the Customer. Additional modules may be purchased by the Customer in accordance with Clause 4 (Additional Modules).

2. Modules

2.1 The Modules selected by the Customer are as follows:

- a) [Income Manager]
- b) [Web Payments]
- c) [Chip and Pin Payments]
- d) [Telephony Payments – Automated]
- e) [Telephony Payments – Agent driven]

3. Additional Modules

3.1 Additional Modules that may be purchased by the Customer are as detailed below:

- a) [Income Manager]
- b) [Web Payments]
- c) [Chip and Pin Payments]
- d) [Telephony Payments – Automated]
- e) [Telephony Payments – Agent driven]

The fees payable for each Additional Module shall be agreed by the parties, and the Annual Contract Licence Fees updated accordingly.

4. Mechanism for increasing fees

- 4.1 HeyCentric will apply an annual increase on contract price on each anniversary of signing in line with RPI unless stated in initial contract offer.

Schedule 2 (Mandatory Policies)

[Drafting note: to be inserted if relevant]

5. End of Document