



CUSTOMER

Vision Pro Software

Service Level Agreement

Vision Pro Software Service Agreement

DATE: XX/XX/XXXX

PARTIES:

- (1) Vision Pro Software Limited a company incorporated in England and Wales registration number 14507434 having its registered office at The Lookout, 4 Bull Close Road, Nottingham. NG7 2UL (the “**Provider**”); and
- (2) a company incorporated in [England and Wales] (registration number.....) having its registered office at (the “**Customer**”).

BACKGROUND:

- (A) Vision Pro Software is an on-line asset, audit, compliance risk management application with complimentary Apps and the Vision Tags allowing users to add, edit and view detailed information relating to a number of different property-related asset, compliance & audit categories. The Vision Pro software is accessed via a web browser and will further be referred to as the “**Platform**”.
- (B) The Provider owns & operates the Platform in the UK and provides the Support Services, and the Customer wishes to be granted access to the Platform and to receive the Support Services, on the terms of this Agreement.

AGREEMENT:

1. Definitions and interpretation

1.1 In this Agreement:

“**Agreement**” means this agreement (including the Schedules) and any amendments to it from time to time;

“**Business Day**” means any week day, other than a bank or public holiday in England;

“**Business Hours**” means between 09:00 and 17:00 GMT on a Business Day;

“**Charges**” means the amounts payable by the Customer to the Provider under, or in relation to, this Agreement (as set out in Schedule 3);

Complimentary Services the provider can on request and agreement provide the customer with services, which include e.g., data import, templating, development and system administration. Where any such services are agreed they shall be a separate arrangement to this SLA.

“Commercially Sensitive Information” means information of a commercially sensitive nature relating to the Provider, its intellectual property rights or its business or which the Provider has indicated to the Customer that, if disclosed by the Customer, would cause the Provider significant commercial disadvantage or material financial loss.

“Control” means the legal power to control (directly or indirectly) the management of an entity (and **“Controlled”** will be construed accordingly);

“Customer Confidential Information” means

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider during the Term that is marked as “confidential”, described as “confidential” or should have been understood by the Provider at the time of disclosure to be confidential;
- (b) the financial terms and conditions of this Agreement;
- (c) the Customer Materials identified as being of a confidential or proprietary nature.

“Customer Materials” all works and materials:

- (a) uploaded to, stored on, processed using or transmitted via the Platform by or on behalf of the Customer or by any person or application or automated system using the Customer's account; and
- (b) otherwise provided by the Customer to the Provider in connection with this Agreement;

“Defect” means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of:

- (a) a negligent or wilful act or omission of the Customer, or a negligent or wilful act or omission of one of the Customer's employees, officers, agents, suppliers or sub-contractors; or
- (b) an incompatibility between the Platform and any other system, application, program or software not specified as compatible in Schedule [1];

“Documentation” means any documentation produced by the Provider and supplied to the Customer specifying how the Platform should be used;

“DPA” means the Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

“Effective Date” means the date of execution of this Agreement;

“Environmental Information Regulations” means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Escrow Agent” means NCC Group Escrow Limited.

“Escrow Agreement” means an escrow agreement which is to be entered into by the Customer and the Escrow Agent pursuant to clause 15.

“Force Majeure Event” any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Provider or the Provider's staff.;

“FOIA” means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

GDPR applies to `personal data` meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier. The customer Vision System Administrator will be responsible for the GDPR protocols.

Information Security, ISO27001 The provider shall comply with the standards, requirements, and principles of ISO27001:2013

Information Security Management. ISO27002 The provider will endeavour to adopt the international standard on the Code of Practice ISO/IEC 27002:2022 for information security management regardless of the accreditation status of the Provider.

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

“Minimum Term” means the period specified as such in Schedule 1;

“Personal Data” has the meaning given to it in the Data Protection Act 2018;

"Permitted Purpose" means the utilisation of the software to manage property risk information as per the original specification / design.

“Platform” means the software platform known as Vision that is owned and operated by the Provider, and that will be made available to the Customer as part of the Services under this Agreement;

“Prohibited Act” means the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence:
 - i. under the Bribery Act;
 - ii. under legislation creating offences concerning fraudulent acts;
 - iii. at common law concerning fraudulent acts relating to this Agreement or any other contract with the Customer; or
defrauding, attempting to defraud or conspiring to defraud the Customer.

"Provider Party" means the Provider's secure server farm.

"Provider's Personnel" means all employees & consultants of the Provider

"Schedule" means a schedule attached to this Agreement;

"Services" means all the services provided or to be provided by the Provider to the Customer under this Agreement, including the specified Support Services;

"Support Services" means support and maintenance of the servers provided or to be provided by the Provider to the Customer in accordance with Schedule 2;

"Request for Information" means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

"Term" means the term of this Agreement; and

"Upgrades" means new versions of, and updates to, the Platform, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform.

- 1.2 In this Agreement, a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 1.3 The Clause headings do not affect the interpretation of this Agreement.
- 1.4 The ejusdem generis rule is not intended to be used in the interpretation of this Agreement.

2. Term

This Agreement will come into force on the Effective Date for the Minimum Term of 12 months and after the Minimum Term it will automatically continue for additional 12-month periods (each a “Renewal Term”). The Customer may prevent auto-renewal by giving the Provider not less than 90 days’ written notice, in which case the Agreement will expire at the end of the then-current Minimum Term or Renewal Term.

3. The Platform

- 3.1 The Provider will make available the Platform to the Customer by setting up an account for the Customer on the Platform with access to the agreed modules & Apps , and providing to the Customer login details for that account as soon as practicable following the Effective Date.
- 3.2 Subject to the limitations set out in Clause 3.3 and the prohibitions set out in Clause 3.4, the Provider hereby grants to the Customer a perpetual, royalty free, non-exclusive licence to use the Platform for the Permitted Purpose via any standard web browser in accordance with this SLA during the Term.
- 3.3 The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:
- (a) Fair usage policy, the provider operates a “fair Usage” policy. This allows for up to 100 authorised users accessing the platform simultaneously. Monitored system only for the provider.
 - (b) the Platform may only be used by the employees, agents and sub-contractors of the Customer.
 - (c) And for the purposes as set out in the fee Schedule 3
- 3.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the licence granted by the Provider to the Customer under this Clause 3 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Platform or allow any unauthorised person to access or use the Platform, an authorised person would be deemed as anyone employed or working on behalf of the customer;
 - (b) the Customer must not frame or otherwise re-publish or re-distribute the Platform;
 - (c) the Customer must not alter or adapt or edit the Platform.
- 3.5 For the avoidance of doubt, the Customer has no right to access the object code or source code of the Platform, either during or after the Term.
- 3.6 All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of the Provider.
- 3.7 The Customer shall use all reasonable endeavours to ensure that no unauthorised person will or could access the Platform using the Customer's account.
- 3.8 The Customer must not use the Platform in any way that causes negligent or wilful damage to the Platform.

- 3.9 The Customer must not use the Platform:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4. Support Services and Generic System Development Upgrades

- 4.1 The provider will support the customer with an agreed implementation plan Schedule 5. The services included in the implementation plan and any associated fees are set out in Schedule 3.
- 4.2 The provider can at the customer's request provide the Vision System Administrator Services on behalf of the client. Where this service is requested, the fee is included in Schedule 3
- 4.3 During the Term the Provider will host quarterly online Vision System reviews. These documented reviews will ensure the agreed levels of services are being delivered.
- 4.4 During the Term the Provider will provide the Support Services to the Customer, and may apply Upgrades to the Platform at no additional cost to the Customer, in accordance with the service level agreement set out in Schedule 2.
- 4.5 The Provider may not sub-contract the provision of any of the Support Services without obtaining the consent of the Customer.

5. Customer Materials

- 5.1 The Customer grants to the Provider during the Term a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Platform solely for the purposes of operating the Platform, providing the Services, fulfilling its other obligations under this Agreement, and exercising its rights under this Agreement.
- 5.2 Subject to Clause 5.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.
- 5.3 The Provider may approach the Customer for use of Customer Materials associated with the provision of the Platform, its services and products for promotional use, but may not use without the Customers prior consent.

6. Charges

- 6.1 The Provider will issue invoices for the Charges to the Customer in accordance with the provisions of Schedule 3.
- 6.2 Provided that the Customer has not disputed the invoice in accordance with the provisions of Clause 6.6 below, the Customer will pay the Charges to the Provider within 30 days of the date of issue of an invoice issued in accordance with Clause 6.1
- 6.3 All Charges stated in or in relation to this Agreement are stated exclusive of VAT, unless the context requires otherwise. VAT will be payable by the Customer to the Provider in addition to the principal amounts.

- 6.4 Charges must be paid by bank transfer or by cheque (using such payment details as are notified by the Provider to the Customer from time to time).
- 6.5 Subject to Clause 6.6, if the Customer does not pay any amount properly due to the Provider under or in connection with this Agreement, the Provider may charge the Customer interest on the overdue amount at the rate of 2% per year above the base rate of Barclays Bank Plc from time to time (which interest will accrue daily and be compounded quarterly provided that the Supplier has issued a reminder to the Company in respect of such overdue invoice and the period of thirty (30) days from the date of such reminder has lapsed without payment being received).
- 6.6 Where the Customer disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 6.8. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the parties.
- 6.7 The Provider shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Agreement in accordance with its terms for failure to pay undisputed charges.
- 6.8 The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Customer pursuant to this Agreement. Such records shall be retained for inspection by the Customer for six (6) years from the termination of this Agreement.
- 6.9 The Customer may retain or set off any sums owed to it by the Provider which have fallen due and payable against any sums due to the Provider under this Agreement, or any other agreement pursuant to which the Provider or any Affiliate of the Provider provides goods or services to the Customer.
- 6.10 The Charges for the Vision Pro Software and modules stated in this agreement shall be fixed for the Minimum Term, following which they shall be reviewed annually on the anniversary date of the Agreement and any increase shall be capped in accordance with CPI (published to such end by the Office for National Statistics (UK) or any other body, which may replace it in the future) or 2%, whichever is lower. The review will look at the index growth over the 12-month period from the latest published index figure to the figure 12 months prior to that figure being published.

7. Warranties

- 7.1 The Customer warrants and represents to the Provider that it has the legal right and authority to enter into and perform its obligations under this Agreement.
- 7.2 The Provider warrants and represents to the Customer:
 - (a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;
 - (b) that it will perform its obligations under this Agreement with reasonable care and skill,

in accordance with the best practice prevailing in the industry from time to time and in accordance with all applicable law;

- (c) that the Platform will perform in accordance with the Documentation (subject to any Upgrades);
- (d) that the Platform will be hosted in accordance with the requirements set out in Schedule 1, and will be available to the Customer in accordance with the uptime commitments given in Schedule 2;
- (e) the Platform (excluding for the avoidance of doubt the Customer Materials) will not:
 - (i) breach any laws, statutes, regulations or legally-binding codes;
 - (ii) infringe any person's Intellectual Property Rights or other legal rights; or
 - (iii) give rise to any cause of action against the Provider or the Customer or any third party,

in each case in any jurisdiction and under any applicable law in England and under English law; and

- (f) the Platform is and will remain free from viruses and other malicious software programs.

7.3 The Customer acknowledges that:

- (a) complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;

7.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

7.5 The provider shall comply with the standards, requirements and principles of ISO27001:2013 regardless of the accreditation status of the Provider.

7.6 The Provider shall deploy IT and data security methods and processes in connection with the Services, which accord with good industry practice, such as encryption

7.7 The Provider shall advise the Customers of all third parties whom it engages for hosting, data centre and data processing services. **See schedule 1**

7.8 The Provider warrants that third parties whom it engages for hosting, data centre and data processing services shall comply with the requirements of ISO 9001, & ISO 27001.

8. Indemnities

- 8.1 The Provider will fully indemnify and will keep the Customer fully indemnified on demand against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement or applicable law by the Customer or the Customer's employees.

9. Limitations and exclusions of liability

- 9.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

- 9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in the Agreement:

- (a) are subject to Clause 9.1;
- (b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
- (c) will not limit or exclude the liability of the parties under the express indemnities set out in the Agreement.

- 9.3 Neither party will be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

- 9.4 Neither party will be liable for any loss of business, contracts or commercial opportunities.

- 9.5 Neither party will be liable for any loss of or damage to goodwill or reputation.

- 9.6 Neither party will be liable in respect of any loss or corruption of any data, database or software.

- 9.7 Neither party will be liable in respect of any special, indirect or consequential loss or damage.

- 9.8 Neither party will be liable for any losses arising out of a Force Majeure Event.

- 9.9 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.

- 9.10 Neither party's liability in relation to any event or series of related events will exceed the greater of:

- (a) £100,000;

- (b) a) being the total amount paid and payable by the Customer to the Provider under the Agreement during the 12-month period immediately preceding the event or events giving rise to the claim.

9.11 Neither party's aggregate liability under the Agreement will exceed the greater of:

- (a) £100,000

10. Data protection

10.1 The Provider will (and will procure that any of its employees involved in the provision of the Agreement shall) comply with any notification requirements under the DPA and both parties shall duly observe all their obligations under the DPA, which arise in connection with the Agreement.

10.2 Notwithstanding the general obligation in Clause 10.1, where the Provider is processing Personal Data as a Data Processor for the Customer, the Provider will:

10.2.1 ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

10.2.2 provide the Customer with such information as the Customer may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;

10.2.3 promptly notify the Customer of any breach of the security measures required to be put in place pursuant to Clause 10.2.1; and

10.2.4 ensure it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

10.3 The provisions of this Clause 10 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

11. Confidentiality

11.1 The Provider will:

(a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 11;

(b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and

(c) without prejudice to the generality of Clause 11.1(b), deploy and maintain the security systems and technologies detailed in Schedule 1 in relation to the Customer Confidential Information held on the Platform.

- 11.2 Customer Confidential Information may be disclosed by the Provider to its officers, employees, agents to enable it to comply with its obligations under this Agreement provided that the recipient is bound in writing to maintain the confidentiality of the Customer Confidential Information disclosed.
- 11.3 The obligations set out in this Clause 11 shall not apply to:
- (a) Customer Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
 - (b) Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer;
 - (c) Customer Confidential Information that is received by the Provider from an independent third party who has a right to disclose the relevant Confidential Information; or
 - (d) Customer Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the Provider must have been permitted by law to give to the Customer prompt written notice of the disclosure requirement.

12. Prevention of bribery

- 12.1 The Provider:
- (a) shall not, and shall procure that any Provider Party and all Provider Personnel shall not, in connection with this Agreement commit a Prohibited Act;
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Agreement.
- 12.2 The Provider shall:
- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 12.3 The Provider shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Provider Party or Provider Personnel from committing a Prohibited Act and shall enforce it where appropriate.
- 12.4 If any breach of clause 12.1 is suspected or known, the Provider must notify the Customer immediately.
- 12.5 If the Provider notifies the Customer that it suspects or knows that there may be a breach of clause 12.1, the Provider must respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit books, records and any other relevant documentation. This obligation shall continue for six (6) years following the expiry or termination of this Agreement.
- 12.6 The Customer may terminate this Agreement by written notice with immediate effect if the Provider, Provider Party or Provider Personnel (in all cases whether or not acting with the

Provider's knowledge) breaches clause 12.1. In determining whether to exercise the right of termination under this clause 12.6, the Customer shall give all due consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Provider or a senior officer of the Provider or by an employee, sub-contractor or supplier not acting independently of the Provider. The expression "not acting independently of" (when used in relation to the Provider or a sub-contractor) means and shall be construed as acting:

- a) with the authority; or,
- b) with the actual knowledge;
of any one or more of the directors of the Provider or the sub-contractor (as the case may be);
or
- c) in circumstances where any one or more of the directors of the Provider ought reasonably to have had knowledge.

12.7 Any notice of termination under clause 12.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and
- (c) the date on which this Agreement will terminate.

12.8 Despite clause 20 (Dispute Resolution), any dispute relating to:

- (a) the interpretation of clause 12; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Customer and its decision shall be final and conclusive.

12.9 Any termination under clause 12.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

13. Freedom of information

- 13.1 The Provider acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations and shall assist and co-operate with the Customer (at the Provider's expense) to enable the Customer to comply with these information disclosure requirements.
- 13.2 The Provider shall and shall procure that its sub-contractors shall:
- (a) transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
 - (b) provide the Customer with a copy of all Information in its possession or power in the form that the Customer requires within five Working Days (or such other period as the Customer may specify) of the Customer requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3 The Customer shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or
 - (b) is to be disclosed in response to a Request for Information.
- 13.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Customer.
- 13.5 The Provider acknowledges that the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Provider; or
 - (b) following consultation with the Provider and having taken its views into account, provided always that where clause 13.5(b) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 13.6 The Provider shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- 13.7 The Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information is of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with clause.

14. Audit

- 14.1 During the Term and for a period of six (6) years after the Termination Date, the Customer may conduct or be subject to an audit for the following purposes:
- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
 - (b) to review the integrity, confidentiality and security of any data relating to the Customer or any service users;
 - (c) to review the Provider's compliance with the Data Protection Act 2018, the Freedom of Information Act 2000, in accordance with the requirements of this Agreement and any other legislation applicable to the Services;
 - (d) to review any records created during the provision of the Services;
 - (e) to review any books of account kept by the Provider in connection with the provision of the Services;
 - (f) to carry out the audit and certification of the Customer's accounts;
 - (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - (h) to verify the accuracy and completeness of any reports delivered or required by this agreement.
- 14.2 Except where an audit is imposed on the Customer by a regulatory body, the Customer may not conduct an audit under this clause more than twice in any calendar year but shall be entitled to conduct an audit immediately and without advance notice (and in addition to the number of audits otherwise permitted under this clause) where it reasonably believes the Provider is in material breach of this Agreement or there is an actual or suspected data security incident in respect of Customer Materials or Confidential
- 14.3 The Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services.
- 14.4 Subject to the Customer's obligations of confidentiality, the Provider shall on demand provide the Customer and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by the Provider and to any equipment used (Whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Provider's personnel.
- 14.5 The Customer shall endeavour to (but is not obliged to) provide at least 15 days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.
- 14.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Provider in which case the Provider shall reimburse the Customer for all the Customer's reasonable costs incurred in the course of the audit.
- 14.7 If an audit identifies that:
- (a) the Provider has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan. If the Provider's failure relates to a failure to provide any information to the Customer about the Charges,

proposed Charges or the Provider's costs, then the remedial plan shall include a requirement for the provision of all such information;

- (b) the Customer has overpaid any Charges, the Provider shall pay to the Customer the amount overpaid within 20 days. The Customer may deduct the relevant amount from the Charges if the Provider fails to make this payment; and
- (c) the Customer has underpaid any Charges, the Customer shall pay to the Provider the amount of the under-payment less the cost of audit incurred by the Customer if this was due to a default by the Provider in relation to invoicing within 20 days.

15. Escrow

15.1 In order to ensure that the Customer's data is totally secure in the unlikely event of the Provider ceasing to trade, the Provider has set up a third-party provision with an Escrow Agent, namely NCC Group Escrow Limited. Should the Customer wish to avail themselves of this service, the Customer will need to enter into an agreement with said Escrow Agent. This arrangement is independent of the Provider and has been made in the best interest of all Customers and if it is the Customer's preference, the Customer should undertake to sign the Escrow Agreement promptly following signature of this licence.

15.2 Subject to the Escrow Agreement being signed by the Escrow Agent, NCC Group Escrow Limited, and the Customer, all parties undertake to abide by the terms of the Escrow Agreement and acknowledge that for the purposes of the Escrow Agreement:

- (a) the Application (as defined in the Escrow Agreement) means the Platform; and
- (b) the Service Agreement (as defined in the Escrow Agreement) means this Agreement.

16. Termination

16.1 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:

- (a) commits any material breach of any term of this Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- (b) persistently breaches the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach).

16.2 Either party may terminate this Agreement immediately by giving written notice to the other party if:

- (a) the other party:
 - (i) is dissolved;

- (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 16.3 Either party may terminate this Agreement by giving at least 3 months written notice of termination to the other party expiring at any time after the end of the agreed term.
- 16.4 If the Provider stops or makes a good faith decision to stop operating the Platform generally, then the Provider may terminate this Agreement by giving at least 12 months written notice of termination to the Customer.
- 16.5 Subject to Clause 6.6, the Provider may terminate the Agreement immediately by giving written notice of termination to the Customer where the Customer fails to pay an invoice which is properly due and payable under this Agreement, and such amount remains unpaid after the Provider has given the Customer 60 days to pay such amounts following a written demand for payment.
- 17. Effects of termination**
- 17.1 Upon termination of this Agreement, all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 6.5, 6.6, 7, 8, 9, 10, 11, 17, 20 and 21].
- 17.2 Termination of this Agreement will not affect both party's accrued liabilities and rights as at the date of termination.
- 17.3 Subject to Clause 17.4, within 60 days following the termination of the Agreement, the Provider will:
- (a) use all reasonable endeavours to return to the Customer all Customer Materials held on the Platform. Regardless, the Provider will irrevocably delete from the Platform all

Customer Confidential Information after 60 days; and

- (b) irrevocably delete from its other computer systems all Customer Confidential Information, and return to the Customer or dispose of as the Customer may instruct all documents and materials containing Customer Confidential Information.

17.4 The Provider may retain any document (including any electronic document) containing the Customer Confidential Information after the termination of this Agreement if:

- (a) the Provider is obliged to retain such document by any law or regulation or other rule enforceable against the Provider; or
- (b) the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to the Provider.

18. Notices

18.1 Any formal notice from one party (the "Sender") to another party (the "Recipient") that is required to be given under this Agreement ("Notice") must be in writing (which for this purpose excludes facsimile or email), signed on behalf of the Sender and addressed to the Recipient using the details below. Notices must be delivered either by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery or sending must be retained by the Sender. All notices shall only become effective on actual receipt.

18.2 Details of the parties for the purpose of notices are as follows (and each party shall notify the other of any changes to such details):

The Provider:

The Managing Director Vision Pro Software Limited, The Lookout, 4 Bull Close Road, Nottingham, NG7 2UL

The Customer:

.....

18.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice is sent by recorded signed-for post, 48 hours after posting; and
- (c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

19. Force Majeure Event

- 19.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event.
- 19.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:
- (a) forthwith notify the other; and
 - (b) will inform the other of the period for which it is estimated that such failure or delay will continue.
- 19.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 19.4 The Provider cannot claim relief if the Force Majeure Event is one where a reasonable provider should have foreseen and provided for the cause in question.
- 19.5 As soon as practicable following the affected party's notification in accordance with Clause 19.2 (a) above, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with best industry practice.
- 19.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 19.7 The Customer may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services or the Support Services and which continues for more than [20] Working Days.

20. General

- 20.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
- 20.2 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect

(unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

- 20.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 20.4 Save as expressly provided in this Clause or elsewhere in this Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.
- 20.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 20.6 Subject to Clause 9.1:
- (a) this Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and
 - (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.
- 20.7 This Agreement will be governed by and construed in accordance with the laws of England and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

21. Dispute Resolution

- 21.1 Either party may call an extraordinary meeting of the parties by service of not less than 5 days' written notice and each party agrees to procure that its authorised representative together with any other member of key personnel requested to attend by the Customer (if any) shall attend all extraordinary meetings called in accordance with this clause.
- 21.2 The members of the relevant meeting shall use their best endeavours to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.
- 21.3 The parties shall then submit to the supervision of the mediation by the Centre for Dispute Resolution or similar body for the exchange of relevant information and for setting the date for negotiations to begin.

- 21.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly, all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 21 days after the parties have failed to reach a binding settlement by mediation (at which point the dispute resolution procedure shall be deemed to be exhausted).
- 21.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly authorised representative of each of the parties, shall remain binding on the parties.
- 21.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 21.7 While the dispute resolution procedure referred to in Clause 21 is in progress and any party has an obligation to make a payment to another party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest-bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under this agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties' pro rata according to the split of the principal sum as between the parties.

The parties have indicated their acceptance of this Agreement by executing it below.

EXECUTION:

SIGNED by

.....

duly authorised for and on behalf
of the Provider

Date: **INSERT DATE**

SIGNED by **INSERT NAME**

duly authorised for and on behalf
of the Customer

.....

Date:

Schedule 1 Miscellaneous

Minimum Term

The Minimum Term shall be the period agreed following the Effective Date.

Platform specification

The Vision system is a secure on-line register system designed to manage multiple assets, audit & risk types across a property portfolio.

Vision will operate in any HTML web browser including browsers on mobile devices.

Technology and programming languages used for Vision Web App:

Technology and programming languages used for Vision IOS and Android Mobile Apps:

The data hosting facilities utilised are;

Microsoft Azure; <https://azure.microsoft.com>;

Conditioned Power

Vision Apps are supported on all common browsers including, Chrome, Firefox, Edge and Safari.

Minimum requirements for Vision Mobile Apps:

IOS:

- IOS 13 for Vision-tags (viewing/editing) – iPad are not supported as they do not have NFC reading capabilities yet
- iPhone 7
- IOS 11 (including iPad) if not required for scanning/editing/viewing Vision-tags – including iPad

Android

- android 7 for all Mobile Apps, including NFC (viewing/editing).
- for NFC, most android tablets do not contain NFC reading hardware, however some do.

Hardware Minimum for either IOS or Android

- 2GB of Ram/Memory (not storage)
- 8GB of Storage

Hardware Preferred for either IOS or Android

- 4GB of Ram/Memory (not storage)
- 8GB of Storage

Vision-Tags

- NTAG® 213/215/216: NFC Forum Type 2 Tag compliant IC with 144/504/888 bytes user memory -NTAG213 is the minimum.
- Data Retention 10 years (estimated)

Vision Report Generator

Where the customer requires bespoke reports, Vision has a complementary desktop application. This requires a computer which is running Microsoft windows 7 or above and Microsoft Word. Admin permissions are required for setup and remote installation.

Schedule 2 Support & Response Time

1. Introduction

1.1 In this Schedule:

"**New Functionality**" means new functionality that is introduced to the Platform by an Upgrade; and

"**Protected Functionality**" means the core Vision functionality as agreed with the Customer at the time of sale.

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. Helpdesk

2.1 **Support**- the Provider will make available, during Business Hours, an email helpdesk facility support@visionprosoftware.com for the purposes of:

- (a) determining the cause of errors and fixing errors in the Platform
- (b) assisting the Customer with the proper use of the Platform

The customer support request email will be acknowledged from the time of receipt and responded to in line with section 3 below.

2.2 Subject to Paragraph [2.3], the Customer must make all requests for Support Services through the helpdesk, and all such requests must include at least the following information:

- (a) Customer name and user name;
- (b) Contact details;
- (c) Description of user activity prior to the issue;
- (d) Screenshots, where possible.

2.3 The Provider will use reasonable endeavours to ensure that the support email is monitored to provide emergency response during out of hours.

3. Response and resolution times

3.1 The Provider will:

- (a) respond to requests for Support Services made through the helpdesk; and
- (b) use all reasonable endeavours to resolve issues raised by the Customer, in accordance with the following response time matrix.

Severity	Examples	Response time	Resolution time
Critical	Total system inaccessibility	1 Hour (working time)	1 Working Day
Serious	Specific function error	1 Hour (working time)	1-2 Working days
Moderate	Data or action issue	1 Hour (working time)	3 Working days
Minor	Performance issues, visual issues	2 Hours (working time)	5 Working days

3.2 The Provider will determine, acting reasonably, in to which severity category an issue raised through the Support Services falls.

3.3 All Support Services will be provided remotely unless expressly agreed otherwise by the Provider.

4. Limits on Support Services

4.1 The provider will monitor the level of support service to the customer. Calls outside the specified support in 2.1 above will be escalated to the customer contact for resolution.

4.2 The Provider shall have no obligation under this Agreement to provide Support Services in respect of any fault or error caused by:

- (a) the negligent use of the Platform; or
- (b) the use of the Platform otherwise than in accordance with any Documentation.

5. Upgrades

5.1 The Customer acknowledges that from time to time during the Term the Provider may apply Upgrades to the Platform, and that such Upgrades may, subject to Paragraph 5.2, result in changes the appearance and/or functionality of the Platform.

5.2 No Upgrade shall disable, delete or significantly impair the Protected Functionality.

5.3 The Provider will give to the Customer reasonable prior written notice of the application of any significant Upgrade to the Platform.

5.4 The Customer shall not be subject to any additional Charges arising out of the application of the Upgrade, save where:

- (a) the Upgrade introduces New Functionality to the Platform;
- (b) that New Functionality does not serve the same purpose as legacy functionality that

ceases or has ceased to be available as a result of any Upgrade;

- (c) access to or use of the New Functionality is chargeable to the customers of the Provider using the Platform generally; and
- (d) the Customer has agreed in advance in writing that it is prepared to pay any such additional Charges arising as a result of this Clause 5.4. Any decision by the Customer not to pay the Charges for the New Functionality will not prejudice the Customer's access to and use of the rest of the Platform and the Protected Functionality.

6. Uptime commitment

6.1 The Provider shall use all reasonable endeavours to ensure that the Platform is available 99% of the time during each calendar year, subject to Paragraph 8.

6.2 In the event that, during a calendar year entirely within the Term, the Platform fails to meet the availability commitment set out in Paragraph 6.1 then the Provider shall issue service credits calculated in accordance with Paragraph 6.3 to the Customer, such service credits to be deducted by the Provider from future Charges.

6.3 Subject to Paragraph 6.4, the services credits referred to in Paragraph 6.3 and due in respect of a calendar year shall be calculated as follows:

$$\text{service credits} = (99 - a) \times (b / 100)$$

where:

a = the actual percentage availability of the Platform during the relevant calendar year; and

b = the annual charge for access to the Platform (exclusive of VAT and other taxes).

6.4 The maximum service credits available to the Customer in respect of any calendar month shall be the total Charges payable in respect of access to the Platform during one calendar month (exclusive of VAT and other taxes).

6.5 Subject to Clause [9.1], then the award of service credits under this Paragraph [6] shall be the exclusive remedy of the Customer in the case of a failure of the provider to meet the uptime commitment in Paragraph [6.1] except in the case of a failure constituting a material breach of this Agreement.

7. Back-up and restoration

7.1 The Provider will:

- (a) Host customer data on a secure mirrored server;
- (b) make data back-ups of the Customer data stored on the Platform on a daily basis, and will retain such back-ups for at least 2 months.

7.2 In the event of the loss of, or corruption of, Customer Materials stored on the Platform being

notified by the Customer to the Provider under Paragraph 2, the Provider shall if so, directed by the Customer use all reasonable endeavours promptly to restore the Customer Materials from the most recent available back-up copy.

8. Scheduled maintenance

- 8.1 The Provider may suspend access to the Platform in order to carry out scheduled maintenance, such maintenance to be carried out and such suspension to be for not more than 8 hours in each calendar month.
- 8.2 The Provider must give to the Customer at least 7 days' written notice of schedule maintenance, including full details of the expected Platform downtime. This downtime will be scheduled for out of hours.
- 8.3 Platform downtime during scheduled maintenance carried out by the Provider in accordance with this Paragraph 8 shall not be counted as downtime for the purposes of Paragraph 6.

Schedule 3 Charges

1. Introduction

1.1 The Charges under the Agreement will consist of the following elements:

The annual Vision Licence Fee will be £tbc to include;

- a) The following modules tbc
- b) Unlimited sites
- c) Unlimited authorised users
- d) Helpdesk and online support
- e) Access to existing templates in the platform
- f) Access to existing reporting and excel spreadsheets in the platform
- g) Unlimited Data hosting
- h) Generic platform development and upgrades
- i) Quarterly online platform reviews
- j) Annual online Vision user refresher training

1.2 **The Vision implementation Fee will be £.....to include;**

- a) Configuration of the platform to include site information
- b) Set up of authorised users and permitted access level
- c) Dashboard configuration
- d) Platform administrator and user training

The fee is based on the estimated number of days allowed to complete.

1.3 **Vision Edit App licences** are available for £95/ annum each

The number of Licences as part of the agreement are£

1.5 **Vision Read only App licences** are available for £10/ annum each.

The number of Licences as part of the agreement are£

1.6 **Vision Tags** are available as follows:

- | | |
|--|-----------------------------|
| a) 30mm White PVC Disc 'on-metal' £1.00 each | Number included£..... |
| b) Specialist cable tie £tbc | Number included£..... |
| c) Premium ABS key fob with chain, £tbc | Number included£..... |
| d) Icon hang Tag (black or blue), £tbc | Number included£..... |

1.7 **Existing data transfer, provider support for the transfer of existing data in to the platform**

If requested the fee will be provided

The fee is based on the estimated number of days allowed to complete.

- 1.8 The Vision Customer Administrator** role can be provided by the provider to the customer to;
- a) Maintain accurate authorised users and access levels;
 - b) Add new sites / archive disposed site
 - c) Upload documents data plans
 - d) Set up / enable auto reporting function
 - e) Provide new user training
 - f) Provide front line system queries

Fee estimated on days per month

- 1.9 Bespoke Templating & Reporting**, the provider can support the customer with bespoke templating to replicate current paper processes into electronic format along with bespoke reporting formats

The fee is based on the estimated number of days allowed to complete.

- 1.10 Customers client access to the platform**, the customer may allow 3rd party access to the customers client data held on the platform. This extended service can be provided in read only or edit format.

The provider will support this agreed extended platform facility per customer client by;

- a) Provide a bespoke customers client dashboard for a one-off fee of £tbc
- b) Charge an annual Licence fee per client customer of £tbc

- 1.11 API (Application Programming Interface)** this application is conditional on the agreement and functionality of the proposed system interface. The fee for this application will be subject to a separate agreement

- 1.12 Data backup** the customer may request a regular back up of their data. This can be arranged subject to an agreement on frequency and data transfer mode.
The fee for this service will be based on the specific request

- 2. Payment Terms**
30 days unless otherwise agreed in writing

Schedule 4 Acceptable Use Policy

1. This Policy

This Acceptable Use Policy (the “**Policy**”) sets out the rules governing the use of our web services available via <https://www.visionriskonline.com>, (the “**Service**”) and any content that you may submit to the Service (“**Content**”).

By using the Service, you agree to the rules set out in this Policy / We will ask you to expressly agree to the rules set out in this Policy.

2. General restrictions

You must not use the Service in any way that causes, or may cause, material damage to the Service, or any of the areas of, or services on, the Service.

You must not use the Service:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3. Licence

All Content will be covered by the licence of rights in Customer Materials in Clause 8.

4. Unlawful and illegal material

You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

Content (and its publication on the Service) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- (d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation; or
- (k) be in breach of any contractual obligation owed to any person.



You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

5. Data mining

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without our express written consent.

6. Graphic material

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.

7. Harmful software

You must not use the Service to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

8. Marketing and spam

You must not without our prior written permission use the Service for any purposes related to marketing, advertising, promotion, or the supply and/or sale of goods and/or services.

Content must not constitute spam.

You must not use the Service to transmit or send unsolicited commercial communications.

You must not use the Service to market, distribute or post chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

9. Gambling

You must not use the Service for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

10. Hyperlinks

You must not link to any website or web page containing material that would, were it posted on the Service, breach the preceding terms of this Policy.

11. Breaches of this Policy



We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- (a) delete any of your Content;
- (b) send you one or more formal warnings;
- (c) temporarily suspend your access to a part or all of the Service; and/or
- (d) terminate this Agreement in accordance with its terms;

12. Banned users

Where we suspend or prohibit your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

13. Monitoring

Notwithstanding the provisions of this Policy, we do not actively monitor Content.

14. Report abuse

If you become aware of any material on the Service that contravenes this Policy, you must notify us by email on support@visionprosoftware.com.

**Schedule 5
Implementation Plan**

To be agreed