

PPL Innovate Terms & Conditions

G-Cloud 15

January 2026

DEFINITIONS

In these terms and conditions:

'PPL Innovate' means PPL Digital Delivery Limited (company number 16565508), whose registered office is at 1 Smithy Court, Smithy Brook Road, Wigan WN3 6PS;

'Client' means the organisation named on the Services and Supply Agreement

In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

"Client User" means any Client employee or authorised agent who is granted access to the System by the Client.

"Confidential Information" means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer Systems, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions and code; (b) information about costs, or profits; or (c) technical, business, and financial plans. "Confidential Information" also specifically includes the identity of or any medical, financial, or personal information pertaining to anyone within the Supplier or the Client. Notwithstanding the foregoing, however, "Confidential Information" does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

"Customer User" means a customer of the Client (which includes a recipient of advice from the Client) or their carer / parent, who is granted access to the System by the Client.

"Documentation" means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the System.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"New Release" means any new revision of the System that includes significant enhancements which add new features to the System and which will generally be designated by a new version number either to the left of the decimal point (e.g. v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g. v2.03 to v2.10).

"Permitted Use" means use of the System in by Client Users, Customer Users or Provider Users, each of whom will accept and be governed by the System 'terms of use' which can be accessed via the footer of the System.

"Provider User" means a provider of goods or services to a Customer User who is granted access to the System by the Client.

"System" means: (i) the internet-based version of the PPL software as detailed in Schedule 1; (ii) all licenses and products related to such software; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by the Supplier; and (iv) the documentation developed by the Supplier for distribution and use in combination with the foregoing.

"Term" means collectively and individually the Initial Term and any Renewal Terms.

"Trademarks" means all trademarks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trade names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

"Update" means any new revision and/or modification made by the Supplier to the System and/or Documentation in order to correct operational errors.

"Upgrade" means any new revision of the System that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

1. TERM

The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and end __ months thereafter. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless either party notifies the other, at least three (3) months prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party's election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be. Notwithstanding the foregoing, this Agreement may be terminated sooner pursuant to Section 11.

2. GRANT OF RIGHTS

2.1 Grant of License for the System

Subject to the terms and provisions of this Agreement and the Client's performance of all its obligations under this Agreement, the Supplier hereby grants to the Client, and the Client hereby accepts, a non-exclusive, non-transferable, right and license to use the System to the extent reasonably necessary for the Permitted Use.

2.2 Grant of License for Documentation

The Supplier hereby grants to the Client, and the Client hereby accepts, a non-exclusive, royalty-free, perpetual license in the Supplier's Documentation for the Permitted Use.

2.3 Restrictions on License Grant

- 2.3.1 The Client shall authorise only such Client Users, Customer Users and Provider Users to use the System as may be necessary for the Permitted Use. The Client shall not use or grant to any other person or entity the right to use the System. The Client shall at no time have any access to any software code and the Client and Client Users shall not distribute, market, or sublicense any of the System.
- 2.3.2 The Client shall ensure that appropriate proprietary notices of the Supplier and its third-party licensors in the System and related Documentation are maintained on Documentation distributed by the Client relating thereto. Examples of such Documentation include training materials and manuals.
- 2.3.3 The Client shall not permit access to, or distribute or knowingly permit distribution of, the System or Documentation to any individual or organization that is not an authorized Client User, Customer User or Provider User.
- 2.3.4 The Client shall not decompile, disassemble, or otherwise attempt to reverse engineer the System or any portion thereof and shall not permit any Client User to decompile, disassemble, or otherwise attempt to reverse engineer the System or any portion thereof. In addition, the Client shall not modify, transfer, rent, or lease the System.

3. ACCESS TO THE SYSTEM

The Supplier will provide the Client with access to the System via the internet. The Supplier will provide the Client with each New Release, Upgrade, or Update for the System, and will provide advance notice as to each applicable New Release, Upgrade, or Update and whether it will be provided through the Internet or otherwise.

4. SERVICE LEVEL

- 4.1 In consideration of the payment of the fees, the Supplier will provide support and associated services during the Term.
- 4.2 The agreement is subject to the following conditions:
 - 4.2.1 During the Term of the Agreement, the Client shall be entitled to receive Updates of the System purchased, at no further charge which shall be subject to the conditions of this agreement unless otherwise notified by the Supplier. New Releases may incur an additional cost for professional services associated with its implementation.
 - 4.2.2 The Supplier will provide helpdesk support for assistance with technical questions related to the System. Such support shall be given by accessing the online

helpdesk or by calling 0333 600 6330 between the hours of 09.00 and 17.00, Mondays to Fridays (excluding public holidays).

- 4.2.3 If the Client discovers a fault in the System and reports it to the Supplier, together with any further information such as error messages, circumstances and data being processed, which the Supplier may request, the Supplier will promptly investigate and either advise the Client of a means of successfully undertaking the required operation, or will supply the Client with a revised version of the System.

5. FEES AND PAYMENT TERMS

In consideration of the services and licenses granted by the Supplier to the Client as described in this Agreement, the Client shall pay the Supplier fees, in accordance with Schedule 2. Invoices and are due for payment within thirty calendar days of submission.

Prior to any extension of the contract, PPL reserve the right to review pricing in line with inflation, to be based on the Consumer Price Index.

6. WARRANTIES AND LIABILITY

6.1 **Power and Authority.** Each party represents and warrants that it has the sufficient rights and authority to enter into this Agreement and that this Agreement breaches no previous agreement between each party and any third parties.

6.2 **Limited Warranty.** The Supplier represents and warrants that it has the right to license the System as specified by this Agreement, and that the use of the System contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The Supplier's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the following conditions: (a) the Client's breach of this Agreement; (b) revisions to the System made without the Supplier's written consent; (c) the Client's failure to accept Updates or Upgrades that would have avoided the alleged infringement, provided the Supplier offered such Updates or Upgrades without charges not otherwise required pursuant to this Agreement; (d) the Supplier's modification of the System in compliance with specifications provided by Client; or (e) use of the System in combination with hardware or software not authorized by the Supplier.

6.3 **Limitation of Liability.** The Supplier shall not be liable to the Client for any loss of profit, contracts, business, goodwill, revenue or for any special, indirect, incidental or consequential loss or damage of any nature whatsoever and howsoever caused, whether arising in contract, tort or otherwise. Except in respect of death or personal injury caused by its negligence or in respect of fraud or fraudulent misrepresentation, and without prejudice to the other provision of these Terms, the Supplier's liability is limited to breached of the limited warranties provided herein and the maximum aggregate liability of the Supplier arising out of or in connection with any such breach of this Agreement shall be limited to 125% of the System fees paid by the Client during the period of such breach.

6.4 **Third Parties.** Notwithstanding the foregoing, in the event of a third party claim that the System infringes any third party Intellectual Property rights, the Supplier's aggregate liability for such

claim is limited to modifying the software to avoid infringement, replacing the System with non-infringing software, or refunding the price paid by the Client during the period of infringement.

6.5 **Disclaimer.** The Supplier specifically disclaims any other warranties, whether written or oral, express or implied, with respect to the System or any other goods or services provided by the Supplier including and implied warranties of merchantability or fitness for a particular purpose.

7. PROPRIETARY RIGHTS

The Client acknowledges that it has no ownership rights in the System, that the System is not generally published, and that the System embodies the Confidential Information of the Supplier or its third-party licensors. All right, title, and interest in and to the System, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System shall remain vested in the Supplier and its third-party licensors. For the purposes of this Agreement with Client, the Supplier shall be considered the owner of the System Confidential Information. The Supplier acknowledges that the Client owns all of the data inputted by each Client User, and any and all reports produced as a result of using the System.

8. DATA PROTECTION

8.1 If, in the course of providing the System, the Supplier is required to have access to and process any personal data (as defined by the Data Protection Act 1998) belonging to or retained by the Client ('Personal Data'), the Client warrants that any such data has been processed in accordance with all applicable laws and that the performance by the Supplier of its obligations under these Terms in respect of the Personal Data will not result in it infringing the rights of any third party. The Client shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier as a consequence of any breach by the Client of this clause 9.1.

8.2 In relation to the transfer and processing of any personal data, it is the intention of the parties that the Client will be the data controller and the Supplier will be the data processor.

8.3 The Supplier will process any such Personal Data only in accordance with these Terms and any instructions given to it by the Client.

8.4 The Supplier and the Client will take appropriate technical and organisational measures against unlawful or unauthorised processing of Personal Data and accidental loss or destruction of Personal Data.

8.5 The Supplier and the Client shall ensure that their employees comply with the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (EU) 2016/679 in all their dealings under this Agreement and on any subsequent dealings resulting from the Agreement.

9. CONFIDENTIALITY OBLIGATIONS

9.1 Each party agrees that:

- (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and agents with a need to know

and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein;

- (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and
- (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder.

9.2 Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law.

10. TERMINATION

10.1 **Termination.** Notwithstanding the provisions of Section 2 above, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is remedied within thirty (30) calendar days following the breaching party's receipt of such written notice.

10.2 **Effect of Termination.** Upon termination or expiration of this Agreement: (i) all licenses granted to the Client by the Supplier will terminate, (ii) all Client User access to the System will terminate and (iii) the Supplier shall return all Client information and materials.

11. ADDITIONAL SERVICES

The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by the Supplier, and to specify rates of payment for such products or services, by inclusion at Schedule 1 or by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

12. WAIVER AND NONEXCLUSIVE REMEDY

No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

13. COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

14. ADDITIONAL TERMS

14.1 **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent (such consent not to be unreasonably withheld or

delayed). Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

14.2 **Governing Law.** This Agreement shall be governed by and construed according to the laws of England and Wales and all parties agree to submit to the Courts of England.

14.3 **Severability.** If any provision of this Agreement is found invalid or unenforceable in whole or in part, by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

14.4 **Force Majeure.** Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) calendar days.

14.5 **Resolution of Dispute.** The parties agree that, in the event of a dispute or an allegation of a material breach, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and then, if necessary, to use a mutually agreed alternative dispute resolution method prior to resorting to litigation. In the event the parties fail to mutually agree upon a dispute resolution method within thirty calendar days after good faith attempts at internal resolution have failed, either party may resort to litigation. This provision will not apply to disputes involving confidentiality or infringement of intellectual property rights (in which either Party will be free to seek available remedies in any forum). In the event of alternative dispute resolution, the arbitrator or mediator authority (or Court) will deal with the award of costs.

14.6 **Taxes.** The Supplier's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Client is responsible for paying all Taxes associated with the services provided hereunder. If the Supplier has the legal obligation to pay or collect Taxes for which the Client is responsible under this Section 15.6, the Supplier will invoice the Client and the Client will pay that amount unless the Client provides the Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, the Supplier is solely responsible for taxes assessable against the Supplier based on its income, property and employees.

14.7 **Notices.** All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered mail, return receipt requested, or by nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in writing in accordance with this section.

14.8 **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

14.9 **Entire Agreement.** This Agreement and its schedules are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding

such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by both parties and referencing this Agreement.

14.10 **Survival.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

14.11 **Headings.** The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.