

VISIBEAT

Software Licence and Support Services Agreement

G-Cloud 15 Framework

RM1557.15

Version 3.0 | January 2026

Commercial in Confidence

Introduction

This Agreement sets out the terms and conditions on which Thumbmunkeys Ltd ("Supplier") (Company No. 09101167) with its registered office at Turnbridge House, Hessay, York, YO26 8JZ will provide certain software products and support services to the Buyer.

This Agreement is entered into pursuant to the G-Cloud 15 Framework Agreement (RM1557.15) and the associated Call-Off Contract. In the event of any conflict between the terms of this Agreement and the G-Cloud Framework Agreement or Call-Off Contract, the terms of the Framework Agreement and Call-Off Contract shall prevail in accordance with the order of precedence specified therein.

The Agreement comprises, and incorporates the terms contained in, this document together with the following:

- The G-Cloud 15 Framework Agreement, Call-Off Contract and Order Form
- Schedule 1: Definitions and Interpretation
- Schedule 2: Software Licence Agreement
- Schedule 3: Support Services Contract
- Schedule 4: Service Level Agreement
- Schedule 5: Fees and Payment
- Schedule 6: Warranties
- Schedule 7: Limitation of Liability
- Schedule 8: Data Protection
- Schedule 9: General Provisions

Unless otherwise agreed in writing, all products and services ordered by the Buyer, which are licensed and provided by Thumbmunkeys Ltd, shall be governed by this Agreement.

Schedule 1: Definitions and Interpretation

1.1 Definitions

In this Agreement the following words and expressions shall have the following meanings:

Term	Definition
Application	The Visibeat software application comprising web backend, web frontend, and mobile components.
Business Hours	Monday to Friday, 9:00am to 5:00pm UK time, excluding English bank holidays.
Buyer	The public sector organisation purchasing services under the G-Cloud Framework.
Buyer Data	All data, content and information provided by or on behalf of the Buyer.
Change Request	A formal request for changes to the Software beyond the scope of Support Services.
Confidential Information	Information disclosed by either party that is marked confidential or would reasonably be considered confidential.
Contract Year	A period of 12 months from the commencement date of this Agreement.
Delivery Date	The date on which the Software is made available to the Buyer.
Documentation	Operating manuals and literature provided by the Supplier for use with the Software.
Fees	The Licence Fees and Support Fees as specified in the Order Form.
Incident	An issue affecting the availability or performance of the Software.
Major Feature Development	Substantial modifications or new functionality not included in Support Services.
Personal Data	Has the meaning given in UK GDPR.
Problem Record	An Incident requiring code changes or 4th line support engagement.
Service Management Tool	The Supplier's ticketing system for logging and tracking support requests.
Software	The current version of the Application including bug fixes and Software Updates.
Software Update	Quarterly releases including bug fixes, security patches, and minor improvements.
Support Services	The technical support services described in Schedule 3.
Third Party Software	Software components licensed from third parties embedded in the Application.

Warranty Period	90 days from the Delivery Date or performance of Support Services.
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1.2 Interpretation

1.2.1 Words denoting the singular include the plural and vice versa, words importing a gender include every gender, and references to persons include natural persons, companies, corporations, firms, trusts, or partnerships.

1.2.2 References to any statute, enactment, order, regulation or similar instrument shall be construed as references to it as from time to time amended, consolidated, or re-enacted.

1.2.3 In the event of conflict, the order of precedence shall be: (1) G-Cloud Framework Agreement; (2) G-Cloud Call-Off Contract; (3) Order Form; (4) this Agreement.

Schedule 2: Software Licence Agreement

2.1 Grant of Licence

2.1.1 The Supplier hereby grants the Buyer a non-exclusive, non-transferable licence to use the Software and the Documentation subject to and solely in accordance with the terms of this Agreement.

2.1.2 In consideration of the grant of this licence, the Buyer shall pay to the Supplier the Fees in accordance with the Order Form and G-Cloud pricing schedule.

2.1.3 The Buyer acknowledges that it is licensed to use the Software only in accordance with the express terms of this Agreement.

2.1.4 The Software will be supplied solely in object code form.

2.1.5 Where the Software incorporates Third Party Software, the Buyer agrees to comply with any applicable additional licence terms.

2.2 Permitted Use

The Buyer may:

2.2.1 Install and use the Software on the servers and for the number of users detailed in the Order Form.

2.2.2 Use the Software on additional servers or for additional users, provided the Buyer pays the agreed additional Fees in advance.

2.2.3 Make one copy of the Software for archive or backup purposes. All intellectual property rights in any copies shall remain vested in the Supplier.

2.2.4 Use the Software temporarily on an alternative processor for disaster recovery purposes for not more than 14 days without written consent, provided the Supplier is informed as soon as possible.

2.2.5 Relocate the Licensed Computer System provided that prior written notice is given to the Supplier.

2.3 Restrictions on Use

The Buyer may not:

2.3.1 Use the Software to supply services to or on behalf of third parties, including by way of service bureau, commercial timesharing, third-party training, rental use, or equivalent.

2.3.2 Assign, sub-let, sub-licence, transfer, or part with possession of any interest in the Software without prior written consent.

2.3.3 Use the Software on any servers other than at the agreed Site, except as otherwise permitted.

2.3.4 Alter, modify, adapt, or translate the Software, nor permit the Software to be combined with other programs, nor decompile, disassemble, or reverse engineer the Software except to the extent permitted by law.

2.4 Title and Intellectual Property

2.4.1 The Software and all intellectual property rights relating to it are and shall remain the property of the Supplier.

2.4.2 No title or ownership rights in any intellectual property are or will be transferred to the Buyer.

2.4.3 Title in all modifications or derivative works shall remain with the Supplier.

Schedule 3: Support Services Contract

3.1 Supplier Responsibilities

In consideration of the Support Fee, the Supplier will provide technical support for the latest version of the Software comprising:

- 3.1.1** The 3rd line team will be available during Business Hours to log and respond to tickets.
- 3.1.2** The 3rd line team will be available outside Business Hours to log and respond to urgent support requests.
- 3.1.3** Maintain technical knowledge of the code base, software components, and application design.
- 3.1.4** Maintain knowledge of relevant operating systems and ensure suitably qualified staff are available.
- 3.1.5** Use mobile analytics to proactively monitor and report on the Application.
- 3.1.6** Provide release plan timescales and resolution estimates when requested.
- 3.1.7** Deploy the Application to the Google Play Store when necessary.
- 3.1.8** Use reasonable endeavours to meet the SLAs documented in Schedule 4.
- 3.1.9** Provide a designated Service Delivery Manager for the account.
- 3.1.10** Provide quarterly consolidated Software Updates, typically during the first week of each calendar quarter.

3.2 Buyer Responsibilities

The Buyer will:

- 3.2.1** Provide all 1st and 2nd line support, gathering all relevant information before escalating to the Supplier.
- 3.2.2** Log all application support tickets with the Supplier via the Service Management Tool.
- 3.2.3** Provide nominated contacts with suitable knowledge to liaise with the Supplier's technical contacts.
- 3.2.4** Ensure nominated leads are trained and familiar with the Application.
- 3.2.5** Inform the Supplier of any changes to the Application or underlying systems before the change impacts the live Application.
- 3.2.6** Provide suitable remote access to servers as required for investigation of defects.

3.3 Support Services Exclusions

- 3.3.1** The Supplier is not obliged to support the Software if the Buyer is not using the most current or immediately preceding major versions.
- 3.3.2** The Support Services do not include services in respect of defects or errors resulting from:
 - (a) Any modifications or enhancements made to the Software other than by the Supplier or with prior approval;
 - (b) Use of the Software other than in accordance with this Agreement and written instructions;
 - (c) Malfunctions due to any reason external to the Software including hardware failures;
 - (d) Any defect caused by software or hardware not provided by the Supplier.
- 3.3.3** If any of the above exclusions apply, such work will be chargeable at the Supplier's standard day rates.

Schedule 4: Service Level Agreement

4.1 Service Levels

SLAs will only run during Business Hours. Any ticket raised outside of Business Hours shall be deemed to be raised at 9am the following business day.

Priority	Description	Response*	Restoration*
P1 - Critical	System unavailable or security incident	1 hour	4 hours
P2 - High	Partial system unavailability or significant functionality impaired	1 hour	8 hours
P3 - Medium	System inconvenient to use but operational	4 hours	N/A
P4 - Low	No operational impact, queries and requests	8 hours	N/A

* During Business Hours only

4.2 SLA Clock

The clock will start when a ticket has been created with acceptable information. The clock will be stopped when:

- (a) The service has been restored or the impact can no longer be replicated;
- (b) An agreed workaround has been implemented to mitigate the impact;
- (c) A third party is required to advise or resolve;
- (d) The cause is identified as a defect in code not written by the Supplier;
- (e) Code needs to be written, amended, tested, and deployed;
- (f) A Buyer representative is unable to support the investigation;
- (g) A fix is required from the Buyer.

4.3 Problem Records

Where an Incident requires a code change or 4th line support, it will be moved to a Problem Record. Problem Records do not have resolution times attributed to them. The Supplier will keep the Buyer informed of progress and endeavour to provide a short-term workaround.

Schedule 5: Fees and Payment

- 5.1** The Buyer agrees to pay the Fees as specified in the Order Form and G-Cloud pricing schedule, within 30 days of receipt of a valid invoice.
- 5.2** The Fees and all other sums payable are exclusive of VAT and/or other sales taxes. All taxes shall be paid by the Buyer as additional charges.
- 5.3** If the Buyer fails to pay any Fees when due, the Supplier shall be entitled to interest at the rate of four per cent (4%) per annum over the base rate of the Bank of England.
- 5.4** The Supplier may temporarily suspend Support Services if payment is not made within 60 days of the due date.
- 5.5** The Licence Fee excludes feature development, enhancements, or any change in the functional or non-functional specification of the Application.
- 5.6** Work relating to Major Feature Developments shall be chargeable at the Supplier's standard day rates.
- 5.7** Requests for Major Feature Developments must be submitted in writing as a Change Request. The Supplier will provide a written estimate within 15 business days.
- 5.8** Travel, expenses, and subsistence for on-site work will be passed through at cost.

Schedule 6: Warranties

- 6.1** The Supplier warrants that for the Warranty Period the Software will conform substantially with the Documentation.
- 6.2** The Supplier warrants that all Support Services shall be performed with reasonable skill and care. This warranty shall be valid for 90 days from performance.
- 6.3** The Supplier's sole obligation for breach of warranty shall be: (a) for Software: to remedy any substantial non-conformity; (b) for Support Services: to re-perform the services.
- 6.4** The Buyer acknowledges that the Software cannot be tested in every possible operating combination and may not be free from errors.
- 6.5** The Supplier shall be under no warranty obligation for defects resulting from: (a) unauthorised modification; (b) equipment deficiency; (c) handling not in accordance with documentation; (d) third party software failures; or (e) failures in interfacing software or equipment.

Schedule 7: Limitation of Liability

- 7.1** Each party shall indemnify the other against any loss or damage to property or injury to or death of any person caused by the negligent act or omission or wilful misconduct of that party.
- 7.2** Subject to clauses 7.3 and 7.4, the Supplier's maximum aggregate liability under this Agreement shall not exceed the total amount of Fees paid or payable by the Buyer for the Contract Year in which the claim arose.
- 7.3** Nothing in this Agreement shall limit the liability of either party for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any other liability that cannot be limited by law.
- 7.4** Neither party shall be liable for any indirect, special, or consequential losses including loss of profits, contracts, business, revenue, goodwill, anticipated savings, or loss of or damage to data.
- 7.5** The liability caps and exclusions in this Schedule 7 are subject to any alternative provisions specified in the G-Cloud Call-Off Contract Order Form.

Schedule 8: Data Protection

8.1 To the extent the Supplier processes Personal Data on behalf of the Buyer in connection with this Agreement, the parties shall comply with the data protection provisions set out in the G-Cloud Call-Off Contract and Joint Schedule 10 (Processing Data).

8.2 The Supplier shall act as Data Processor (as defined in UK GDPR) and shall:

- (a) Process Personal Data only on documented instructions from the Buyer;
- (b) Ensure that persons authorised to process Personal Data have committed to confidentiality;
- (c) Implement appropriate technical and organisational security measures;
- (d) Assist the Buyer in responding to data subject requests;
- (e) Notify the Buyer without undue delay upon becoming aware of a Personal Data breach;
- (f) Delete or return all Personal Data at the end of the Agreement, unless required by law to retain it.

8.3 The Supplier shall not engage a sub-processor without prior written authorisation from the Buyer. Where authorised, the Supplier shall impose equivalent data protection obligations on the sub-processor.

8.4 The Supplier shall make available to the Buyer all information necessary to demonstrate compliance with data protection obligations and allow for audits.

8.5 The Supplier maintains Cyber Essentials certification and shall provide evidence of current certification on request.

Schedule 9: General Provisions

9.1 Confidentiality

All information given by one party to the other shall be treated as confidential and not disclosed to third parties without prior written consent. This obligation shall not apply to information in the public domain or required to be disclosed by law. The obligations of confidentiality shall survive termination.

9.2 Termination

9.2.1 This Agreement may be terminated by either party on written notice if the other party commits a material breach and fails to remedy the breach within 30 days of receiving notice specifying the breach.

9.2.2 This Agreement may be terminated immediately by either party if the other party becomes insolvent, enters administration, or ceases to carry on business.

9.2.3 The Buyer may terminate this Agreement for convenience by giving not less than 30 days written notice to the Supplier.

9.2.4 Termination rights under this Agreement are without prejudice to any termination rights under the G-Cloud Call-Off Contract.

9.3 Exit and Transition

9.3.1 Upon termination or expiry, the Supplier shall provide reasonable assistance to facilitate transition of services to the Buyer or a successor supplier, subject to payment of the Supplier's reasonable charges.

9.3.2 Transition assistance shall include: (a) extraction and transfer of Buyer Data in a standard, machine-readable format; (b) reasonable knowledge transfer to the Buyer or successor supplier; (c) continued provision of Support Services during a transition period of up to 90 days if requested.

9.3.3 The Buyer shall delete and destroy all copies of the Software within 30 days of termination.

9.3.4 The provisions of the G-Cloud Call-Off Schedule 10 (Exit Management) shall apply to the extent specified in the Order Form.

9.4 Intellectual Property Indemnity

The Supplier will indemnify the Buyer against third-party claims alleging that use of the Software infringes intellectual property rights, provided the Buyer gives prompt written notice and allows the Supplier to conduct the defence. The indemnity shall not apply to claims arising from unauthorised use or modification.

9.5 Insurance

9.5.1 The Supplier maintains the following insurance coverage: (a) Public Liability: £5,000,000; (b) Professional Indemnity: £1,000,000; (c) Employer's Liability: £5,000,000.

9.5.2 Certificates of insurance shall be provided to the Buyer on request.

9.6 Audit

The Supplier shall permit the Buyer and/or Crown Commercial Service to audit compliance with this Agreement, subject to reasonable notice and during normal business hours. The Supplier shall provide reasonable assistance and access to relevant records.

9.7 Force Majeure

Neither party shall be liable for delay or failure to perform due to circumstances beyond its reasonable control. If such delay continues for 90 days, either party may terminate by written notice.

9.8 General

9.8.1 Subject to the G-Cloud Framework Agreement and Call-Off Contract, this Agreement constitutes the entire agreement between the parties in respect of the Supplier's additional terms and conditions.

9.8.2 No amendment shall be binding unless in writing and signed by authorised representatives of both parties.

9.8.3 No failure to exercise any right shall operate as a waiver of that right.

9.8.4 If any provision is held invalid, the remaining provisions shall continue in full force and effect.

9.8.5 This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

— End of Agreement —