

Agilisys Supplier Terms – Software as a Service

G-Cloud 15



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1. Definitions and Interpretation

- 1.1 The provision of Services and Software under G-Cloud 15 is subject to and conditional upon acceptance of these Supplier Software Licence Terms (the "Licence Terms").
- 1.2 The definitions in Joint Schedule 1 (Definitions) of the Call-Off Contract terms and conditions for the Framework Agreement are used in these Licence Terms and have the same meaning.
- 1.3 In these Licence Terms, unless the context requires otherwise, the following words and expressions have the following meaning:
 - 1.3.1 "Authorised User" means an employee, worker or other person who is authorized by the Buyer to use the Software on behalf of the Buyer;
 - 1.3.2 "Customer Success Support" means guidance and support for Authorised Users to assist them with improving their use of the Software;
 - 1.3.3 "First Level Support" means the first-level technical support for the Software provided during the Contract Period of this Call-off Contract which includes assistance with installation, configuration, and troubleshooting;
 - 1.3.4 "Maintenance Support" means the support services which may include, without limitation, routine maintenance, troubleshooting, updates, and technical assistance. The aim of Maintenance Support is to ensure that the Software functions in accordance with any published performance specification for the same published by the Supplier;
 - 1.3.5 "Permitted Downtime" means:
 - (a) scheduled maintenance ;
 - (b) emergency maintenance; or
 - (c) downtime caused in whole or part by Force Majeure.
 - 1.3.6 "Services" means the provision of (i) the licence to access and use the Software as set out in the Order Form, (ii) First Level Support, (iii) Maintenance Support and (iv) Customer Success Support where indicated in the Call-off Order Form;
 - 1.3.7 "Service Hours" means, (i) in respect of Software access, 24 hours a day, seven days a week, excluding Permitted Downtime and (ii) in respect of Maintenance Support, First Level Support and Customer Success Support, during normal business hours on Business Days;
 - 1.3.8 "Software" means the software licenced to you by us under these Licence Terms which may be updated from time to time. The Software is provided 'as a Service' and is accessed by the Buyer remotely;
 - 1.3.9 "Provider" means IntentPro Technology Limited;



2. Rights of Use

- 2.1 Upon the signing of the Call-off Order Form and any limitation set out therein, and subject to these Licence Terms, the Supplier grants the Buyer a non-exclusive, non-transferable, personal and non-sublicensable right during the Contract Period to access and use the Software.
- 2.2 The Buyer acknowledges that access to the Services may take up to five Business Days from the completion of signing of the Call-off Order Form to initially set up and that use of the Services is at all times subject to the Buyer's compliance with the terms of these Licence Terms.
- 2.3 The Buyer acknowledges that access to the Services may take longer than five Business Days from the completion of signing the Call-off Order Form, if the Buyer has not supplied the Supplier with, if applicable, the necessary configuration data, with sufficient time for the Supplier and the Provider to configure the Software.

3. Authorised Users

- 3.1 The Buyer shall ensure that only Authorised Users use the Software and that such use is at all times in accordance with the Call-off Contract. The Buyer shall ensure that Authorised Users are, at all times while they have access to the Software, the employees or contractors of the Buyer or any authorised affiliates.
- 3.2 The Buyer shall ensure that the number of Authorised Users for the Software do not exceed the number of Authorised Users set out in the Call-off Order Form, if usage is limited to the number of Authorised Users. The Buyer is entitled to remove one individual as an Authorised User and replace them with another individual but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 3.3 The Buyer shall:
 - 3.3.1. be liable for the acts and omissions of the Authorised Users as if they were its own;
 - 3.3.2. procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Buyer under the Call-off Contract; and
 - 3.3.3. require that each Authorised User keeps secure and confidential their username and password (and devices / codes used for the purposes of multi-factor authentication) for the Authorised User's use of the Software and shall not disclose any of the same to any third party.



- 3.4. If any password or other information which might increase the risk of unauthorised access has been provided to or become known to an individual that is not an Authorised User, the Buyer shall, without delay, disable any such passwords and notify the Supplier immediately.

4. Indemnity

- 4.1. The Buyer agrees to indemnify the Supplier, its officers, directors, employees, agents, affiliates, and representatives (collectively referred to as the "**Indemnified Party**") from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses, including reasonable legal fees and disbursements, arising out of or related to:
 - 4.1.1. Any breach or violation by the Buyer of applicable laws, regulations, or third-party rights;
 - 4.1.2. Any improper or unauthorized use of the Software by the Buyer, its employees, agents, or any third parties accessing the platform through the Buyer's account;
 - 4.1.3. Any content or data provided to or transmitted by the Buyer through the Software, including but not limited to claims of infringement of intellectual property rights, defamation, or privacy violations;
 - 4.1.4. Any claims or disputes between the Buyer and any third party that arise from the use of the Software;
 - 4.1.5. Any act or omission of the Buyer that results in harm, damage, or loss to any third party.
- 4.2. In the event of a claim or demand covered by this indemnity provision, the Indemnified Party shall provide prompt written notice to the Buyer of such claim or demand. The Buyer shall then assume control of the defence and settlement of such claim or demand, provided that the Indemnified Party shall have the right to participate in the defence at its own expense and with its own counsel. The Buyer shall not settle any claim that adversely affects the rights or interests of the Indemnified Party without the prior written consent of the Indemnified Party.
- 4.3. This clause 4 shall survive termination or expiry of the Call-off Contract.

5. First Level Support, Customer Success Support and Maintenance Support

- 5.1. The Supplier, Provider and any permitted sub-contractors shall provide the Services using reasonable skill and care.
- 5.2. The Buyer will be provided with the First Level Support as per the terms of this Call-off Contract.
- 5.3. Customer Success Support may be made available to the Buyer as part of the Services for the duration of the Term, to the extent and in the manner specified in these Licence Terms and the Call-off Order Form.



- 5.4. Maintenance Support shall be provided to the Buyer as part of the Services.
- 5.5. It is acknowledged that the Supplier's obligations under the Call-off Contract, including but not limited to First Level Support, Maintenance Support and applicable Customer Success Support will be carried out by the Provider and their duly appointed developer, Blenheim Chalcot IT Services India Pvt Ltd on behalf of the Supplier.
- 5.6. Reasonable notice will be provided to the Buyer in advance of scheduled maintenance. The Buyer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.
- 5.7. The Software and Services are provided using cloud data storage services provided either directly or indirectly by Microsoft and / or Amazon Web Services. They have been chosen by the Provider because they provide what are believed to be appropriate commitments regarding data security. The Buyer acknowledges that such cloud services are provided strictly on a pass-through basis. 'Passthrough Services' are provided subject to the service descriptions, characteristics, service levels, information security measures, terms of use and rights and remedies set out by the Passthrough Services providers. The Supplier will only be liable in respect of breaches by the Passthrough Services provider, to pass through to the Buyer the benefit of any warranties, indemnities and other remedies provided by the Passthrough Services provider under its contract. If the Passthrough Services provider's contract contains limitations and exclusions of liability, those limitations and exclusions shall apply as between Supplier and the Buyer in respect of the Passthrough Services, and the limitations on liability set out in the Call-off Contract shall be disapplied in respect of the Passthrough Services. The Passthrough Service Provider's terms and conditions can be found at <https://azure.microsoft.com/en-gb/support/legal/> & <https://aws.amazon.com/service-terms/>, but these may be updated from time to time as published by the Passthrough Service Provider.
- 5.8. If the Passthrough Services provider is in breach of its contract, the Supplier shall only be liable to pass to the Buyer any compensation or damages recovered from the Passthrough Services provider to the extent that they relate to loss or damage suffered by the Buyer as a result of the Passthrough Services Provider's breach of contract. The Supplier shall take such steps as it considers reasonable to enforce any rights and remedies available to it. If the Buyer considers that additional steps should be taken, the Supplier shall facilitate the Buyer itself taking such steps at its own cost (including taking action in the name of the Supplier as necessary) provided that the Buyer agrees to indemnify the Supplier in respect of any liabilities that it may incur as a result.

6. Buyer Obligations

- 6.1. The Buyer shall:
 - 6.1.1. use the Software only for the agreed business purpose as set out in the Call-off Order Form and in compliance with applicable law and regulations at all times;
 - 6.1.2. not use the Software in a way that infringes, misappropriates or violates any person's rights;



- 6.1.3. not reverse engineer, reverse compile or assemble, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Software or use the Software's specification or attributes to develop software to compete with the Software;
- 6.1.4. ensure at all times that the Input and Output do not violate any applicable law or these Licence Terms;
- 6.1.5. not represent any Output misleadingly as human-generated when it is not or otherwise violate the Licence Terms applicable to the use of the Software.

7. Intellectual Property and Permitted Use

- 7.1. The Provider owns all intellectual property rights in and to the Software (including any code or other materials that forms part of the Software); and all new versions and derivatives of or from the Software and the platform used to provide Services ("**Provider IP**"). Such Provider IP may be licensed to the Supplier's and Provider's customers generally, irrespective of whether it has been developed as a result of feedback or input from the Buyer. The Buyer's rights are expressly limited to those rights set out in clause 2.1.
- 7.2. Use of the Software requires the Buyer to upload their data ("**Input**"). The Software generates and returns an output based on the Input by the Buyer ("**Output**"). The Buyer shall own all rights, title and interest in and to the Input and Output. The Output generated may be dependent upon instructions provided to the Software and the Software itself. The Supplier and the Provider reserves the right to freely utilise these instructions and the Software for the benefit of their customers generally. The Buyer hereby acknowledges that the Supplier, the Provider and their appointed developer may retain in perpetuity fully anonymised copies of the Input and Output in connection with the ongoing development of the Software.

8. Confidentiality, Security and Data Privacy

- 8.1. Commercially reasonable security measures will be implemented to safeguard the integrity and confidentiality of the Buyer's data. However, the Buyer acknowledges that no system is entirely immune to security breaches, and the Supplier does not guarantee or warrant the absolute security of the Software/Services or the data transmitted to/ from or stored therein.
- 8.2. All data processing will be carried out subject to Joint Schedule 10 (Processing Data).
- 8.3. Authorised Users shall comply with all applicable data protection laws and regulations when using the Services. The Supplier may take appropriate action, including the suspension or termination of user accounts, in case of any violation of this clause, the Joint Schedule 10 (Processing Data) or relevant laws.
- 8.4. The Buyer may not demonstrate the use or functionality of the Software to any third party in connection with the possible creation of a solution which might reasonably be



competitive with the Software. The Software and its facilities and functionality is the confidential information belonging to the Provider and the Supplier.

9. Termination and Suspension

- 9.1. The Supplier may terminate this Call-off Contract at any time to comply with applicable law or government requests.
- 9.2. The Supplier may suspend the Buyer's access to the Services if the Buyer does not comply with the terms of the Call-off Contract, or if the Buyer's use poses a security risk to the Supplier or any third party, or if the Supplier suspect that the Buyer's use is fraudulent or could subject the Supplier or any third party to liability. The Buyer shall not be refunded any part of the Charges for the period the Services are suspended as described.
- 9.3. On termination or expiry of this Call-off Contract, the Supplier shall:
 - 9.3.1. Upon request in writing immediately deliver to the Buyer a copy of all Buyer Data which is in its possession or under its control (and require the Provider to do likewise); and
 - 9.3.2. irretrievably delete any other copies of the Buyer Data (or any part of it) which is in its possession or under its control (and require the Provider to do likewise).
 - 9.3.3. Clause 9.3.2 shall not apply to data which has been fully anonymised in accordance with clause 7.2.
- 9.4. Where the Buyer terminates the Call-off Contract for convenience under CCS General Term 13.2.2, the Buyer shall indemnify the Supplier of any unavoidable loss, costs and expenses which the Supplier may incur as a result of such termination.

10. Charges

- 10.1. The Supplier shall be entitled to increase the Charges by notice to the Buyer provided that the Supplier shall not be entitled to increase the Charges on less than six weeks prior notice or more than once every twelve (12) months.



11. Disclaimer

- 11.1. THE SOFTWARE AND SERVICES ARE ONLY PROVIDED ON THE TERMS EXPRESSLY SET OUT IN THESE SUPPLIER LICENCE TERMS. THE SUPPLIER DOES NOT GIVE ANY OTHER WARRANTY, CONDITION OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES OR THE RESULTS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SUPPLIER DOES NOT GUARANTEE THAT (i) THE SOFTWARE / SERVICES WILL BE USABLE AT ANY GIVEN TIME OR LOCATION, (ii) THE SOFTWARE / SERVICES WILL BE ENTIRELY UNINTERRUPTED, SECURE, ACCURATE OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE, OR THAT CONTENT WILL ALWAYS BE SECURE OR NOT LOST OR ALTERED, AND (iii) ALL DEFECTS IN THE SOFTWARE / SERVICES WILL BE CORRECTED.
- 11.2. THE BUYER ACKNOWLEDGES THAT, GIVEN THE NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, THE USE OF SOFTWARE / SERVICES IN SOME CASES MAY RESULT IN INACCURATE OUTPUT AND THAT THE BUYER SHOULD AT ALL TIMES INDEPENDENTLY ASSESS THE ACCURACY OF ANY OUTPUT ON AN ONGOING BASIS AS APPROPRIATE.

12. Buyer Usage

- 12.1. The use of the Software is subject to limitation with regard to the number of Credits, as set out in the Call-off Order Form, purchased by the Buyer from time to time.
- 12.2. **"Credit"** means a unit of measurement related to usage of the Software on a monthly, quarterly or annual basis as set out in the Call-off Order Form.
- 12.3. The Buyer accepts that the usage of Credits as set out in the Call-off Order Form is subject to the following conditions:
- 12.3.1. The period of time the Credits are allocated to each Buyer shall be specified in the Call-off Order Form.
 - 12.3.2. Credits are valid only for the duration of such period of time they were allocated for, and any unused Credits do not carry over to any subsequent periods or billing cycles unless otherwise stated in the Call-off Order Form.
 - 12.3.3. In cases where a Buyer's usage exceeds the available Credits for a given billing cycle, additional Credits may be acquired through upgrade options or by purchasing supplementary Credits packs, subject to the Supplier's pricing terms.
 - 12.3.4. Credits are non-transferrable and cannot be exchanged for monetary value. They are exclusively intended to regulate usage of the Software and cannot be redeemed or converted into cash or other forms of credit.
- 12.4. For larger input files, multiple Credits may be needed based on the volume of text in the Input file.



13. Subcontracting and Assignment

- 13.1. Sub-contractors are as listed in the Call-off Order Form. The Supplier may further assign, sub-contract, sub-licence any or all its rights or obligations in relation to the provision of Services, or parts thereof, under this Call-off Contract to any third party subject to giving to the Buyer a minimum of 30 days' notice and an opportunity to object on reasonable grounds. The Buyer may not sub-contract, sub-licence any or all its rights or obligations under this Call-off Contract to any third party without the Supplier's consent.