

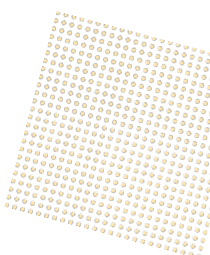


**G-Cloud 15
Terms & Conditions**

**Contensis DXP/CMS
User Experience (UX) Services**



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User experience (UX) services – terms and conditions

This Services Agreement is made on:

Between:

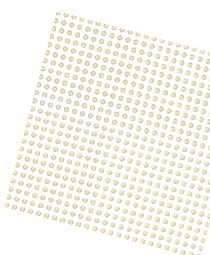
1. Zengenti Limited, a company registered in England and Wales with number 4235317 and with registered office at The Old Pump House, Cleedownton, Nr Ludlow, Shropshire, SY8 3EG (the “Supplier”); and

2. [Client Name], a company [authority/university/NHS trust etc] registered in England and Wales with number [Company Number] and with registered offices at [Registered Address] (the “Client”).

Whereas:

A. The Supplier has agreed to provide Services upon the terms and conditions of this Agreement.

It is agreed as follows:





1. Interpretation

Definitions

1.1. In this Agreement, unless otherwise provided, the following words shall have the following meanings:

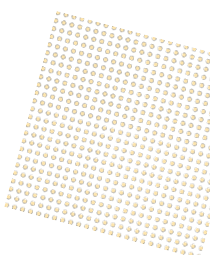
Services: any services supplied by the Supplier to the Client pursuant to this Agreement;

Agreement: this SA together with any Call-Off Contracts in force from time to time and any authorised variations of any of the foregoing;

Call-Off Contract: an individual contract for the provision of Services created under and in accordance with the terms of the G-Cloud Framework Agreement and its schedules;

Confidential Information: this Agreement and all information disclosed by one party to the other or otherwise received by the other in connection with this Agreement, which is expressly marked as confidential or which is by its very nature manifestly confidential;

Deliverable: any item in any form which the Supplier is required to deliver to the Client under the terms of this Agreement, or as described in a Call-Off Contract;





Delivery Acceptance: an acceptance by the Client of the Deliverable

Effective Date: the date of this agreement;

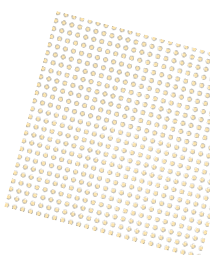
The FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that act from time to time;

Force Majeure: strikes, lock-outs or other industrial disputes (but excluding strikes, lock-outs or other industrial action by the affected party or its subcontractors), act of God, war, riot, civil commotion, malicious damage, breakdown of plant or machinery (excluding the plant or machinery of the affected party), changes in law or regulation, fire, storm or flood;

Initial Term: the period of one year from the Effective Date;

Intellectual Property Rights: patents, inventions, designs, copyright, database and design rights, semi conductor topography rights, trade marks, service marks, logos, domain names, business names, moral rights (whether any of the above is registered or unregistered) and all registrations or application to register any of the aforesaid items in any country or jurisdiction;

Outsourcer: a third party engaged by the Client or the Supplier to provide services on an outsourced basis;





Rates: the rates at which the Supplier shall be entitled to charge the Client in return for Services rendered, which shall be determined in accordance with the provisions of Clause 4;

A Request for Information: has the meaning set out in the FOIA;

Service Fees: the amounts payable by the Client, published on the Cloud Store by the Supplier, in return for the provision of Services;

SA: this Services Agreement and any Schedules hereto;

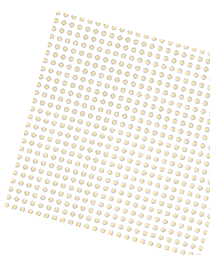
Working Day: 9am to 5.30pm Monday to Friday excluding any days on which clearing banks in the City of London are not open for business.

Construction

1.2. In this Agreement, a reference to:

1.2.1. Clauses and Schedules are to clauses of and schedules to this SA;

1.2.2. Any statute or statutory provision includes, except where otherwise stated, the statute or statutory provision as amended, consolidated or re-enacted from time to time and includes any subordinate legislation made under the statute or statutory provision; and





1.2.3. “including” or “includes” is illustrative. Neither shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression “without limitation”.

1.3. The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.4. Any Schedules to this SA form an integral part of this SA.

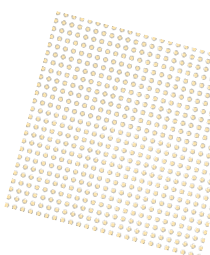
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3. Services

3.1. This SA provides the general terms and conditions which will apply to Services performed by the Supplier for the Client pursuant to this Agreement, but subsidiary to the G-Cloud Framework Agreement and its schedules, in particular, the agreed Call-Off Contract.

3.2. Any Services shall be agreed by the Client and Supplier through a G-Cloud Call-Off Contract (template supplied by CCS). The Supplier shall prepare and submit to the Client a draft Call-Off Contract stating:

3.2.1. the Call-Off Contract reference number and;





3.2.2. full details of the scope of the Services to be provided and;

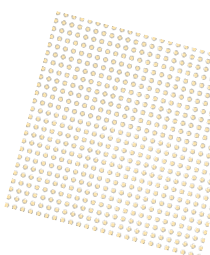
3.2.3. full details for any Deliverables to be provided and the required dates for delivery of the same; and

3.2.4. any obligations of either party in relation to the Call-Off Contract not already described in this SA;

3.3. Where the Supplier provides Services to the Client in relation to any part of Clause 3.2, the Client shall pay the Service Fees in consideration of the provision of such Services. Unless otherwise agreed in writing between the Client and the Supplier prior to the engagement of such Services, the Client shall be charged for the services at the Rates laid out on the Cloud Store.

3.4. Once the parties have agreed the contents of the draft Call-Off Contract, the Client shall prepare a final version of that Call-Off Contract for signature by both parties.

3.5. The final version of such Call-Off Contract shall be executed by the parties and, once so executed, shall take effect in accordance with its terms.





4. Charges

4.1. Each valid and correctly prepared invoice rendered by the Supplier shall be due and payable by the Client 30 days after the date of the invoice in question. The Client understands that the Supplier will exercise its statutory right to interest under the late Payment of Commercial Debts (Interest) Act 1998 if the Supplier is not paid according to the agreed credit terms.

Service Fees

4.2. Where the Supplier provides Services to the Client, the Client shall pay the Service Fees in consideration of the provision of such Services. The Supplier shall charge for its time spent providing such Services at the hourly/daily rates agreed in the relevant Call-Off Contract.

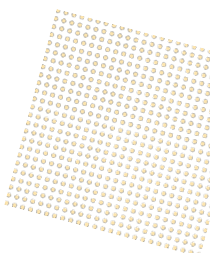
4.3. Charges for Services shall be invoiced at the end of each month during which the Services are provided.

4.4. The Supplier's invoices for Services provided shall set out:

4.4.1. the date and number of the invoice;

4.4.2. the relevant Call-Off Contract number;

4.4.3. a description of the Services provided during the applicable period;





4.4.4. which rates are applicable to the work; and

4.4.4. the time expended by the Supplier's personnel in providing the Services for the applicable month,

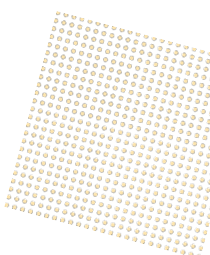
Notwithstanding the above, the Supplier will invoice the Client for the remaining value of all fees detailed in an agreed Call-Off Contract upon completion of the work.

5. Intellectual Property Rights

5.1. Nothing in this Agreement shall operate to transfer ownership of any Intellectual Property Rights in the documentation, which shall be retained by the Supplier.

5.2. The Client shall promptly notify the Supplier in writing of any actual, threatened or suspected infringement of the Intellectual Property Rights referred to in Clause 5.1 of which it is or becomes aware.

5.3. Where a Deliverable is created by the Supplier or an agent or sub-contractor on behalf of the Supplier for the Client pursuant to and in accordance with the terms of any Call-Off Contract, the Supplier owns and retains full title in and to and all Intellectual Property Rights in such Deliverable with effect from the date of its creation. If any Deliverable is created by an agent or sub- contractor of the





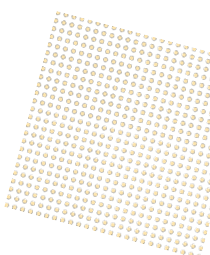
Client on behalf of the Supplier, the Client shall ensure that such agent or sub-contractor asserts that it has not infringed any Intellectual Property Rights and procure that the Intellectual Property Rights contained therein are assigned to the Supplier.

5.4. The Client shall fully indemnify and hold harmless the Supplier, against all claims, actions, demands, costs, charges, expenses and damages arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right by the Client's or Outsourcer's use or possession or the Supplier's supply of any Deliverable or the Client's or Outsourcer's receipt or the Supplier's performance of the Services.

5.5. In the event of any claim or demand being made or action brought to which Clause 5.4 applies, the Client shall promptly notify the Supplier thereof and the Supplier shall at its own expense conduct all negotiations for settlement of the same and any legal proceedings that may arise from the same.

5.6. The Supplier shall conduct such settlement negotiations and any legal proceedings with due diligence and shall regularly advise the Client as to the status and/or progress of such litigation and negotiations.

5.7. If any part of the Services becomes the subject of any claim to which Clause 5.4 applies, the Supplier at its option and expense may replace or modify the Services (or the relevant part thereof) so that they become non-infringing.





6. Limitation of Liability

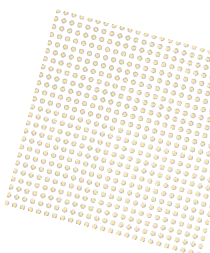
6.1. Notwithstanding any other provisions of this Agreement, nothing in this Clause 6 shall operate to limit or exclude:

6.1.1. the liability of either party for death or personal injury caused by its negligence or for fraud or in respect of any other liability which by law cannot be excluded or restricted; or

6.1.2. the Supplier's liability under the indemnity in Clause 5.4 above (Intellectual Property Rights).

6.2. Subject to Clauses 6.1 above and 6.3 below, each party's aggregate liability to the other party in respect of all losses, liabilities or damage suffered by the other party under or in connection this Agreement shall not exceed the greater of (a) the total charges paid and payable to the Supplier under this Agreement or (b) £1,000,000 (one million GBP).

6.3. Notwithstanding anything else contained in this Agreement but without prejudice to Clause 6.1 above, neither party shall be liable to the other party for any indirect or consequential loss or damage suffered or incurred by the other party howsoever arising under or in connection with this Agreement.





7. Warranties

Warranties in relation to Services and Deliverables

7.1. The Supplier warrants and represents that it shall perform the Services:

7.1.1. in accordance with the terms of this SA and the relevant Call-Off Contract;

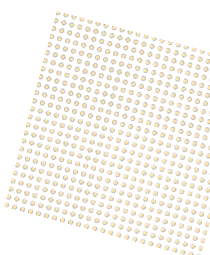
7.1.2. with due skill, care and diligence and using suitably qualified and experienced staff;

7.1.3. in compliance with all applicable laws and any policies, procedures and guidelines notified by the Client to the Supplier from time to time.

7.2. The Supplier warrants and represents that any Deliverables shall comply with the relevant descriptions, specifications and representations relating to such Deliverables set out in the relevant Call-Off Contract.

General Warranties

7.3. The Supplier further warrants and represents that:





7.3.1. its provision and the Client's and any Outsourcers use of the Services and the Deliverables shall not in any way infringe or otherwise violate any Intellectual Property Right of any third party;

7.3.2. it has the power to enter into and to exercise its rights and perform its obligations under this Agreement; and

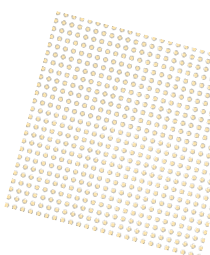
7.3.3. it has obtained all necessary consents, licences, permits and approvals to enter into and perform this Agreement.

8. Confidentiality and Data Protection

8.1. A party (the "Recipient") which receives Confidential Information from the other party (the "Disclosing Party") shall:

8.1.1. use the Disclosing Party's Confidential Information only as permitted under this Agreement and use reasonable measures to prevent the disclosure of such Confidential Information to any third party without the Disclosing Party's prior written consent;

8.1.2. take measures that are no less protective than those measures it uses to protect the confidentiality of its own comparable Confidential Information; and





8.1.3. procure that its employees comply with the requirements of confidentiality contained in this Agreement.

8.2. The Recipient agrees to maintain the Disclosing Party's Confidential Information in a reasonably secure location.

8.3. The restrictions contained in Clause 8.1 shall not apply to any Confidential Information which:

8.3.1. comes into the public domain otherwise than through a breach of Clause 8.1;

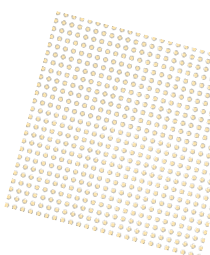
8.3.2. is required by a court of competent jurisdiction or by a governmental or regulatory authority to be disclosed

8.3.3. is independently developed by the Recipient without any reliance on Confidential Information of the Disclosing Party; or

8.3.4. is lawfully acquired from a third party who owes no duty of confidentiality in respect of the Confidential Information.

8.3.5. the Client or Supplier are obliged to disclose in discharging a statutory function

8.4. If the Client is subject to The FOIA and a Request for Information is received then the Supplier will assist and cooperate with the Client and provide the Client





with any information as reasonably requested by the Client to allow the Client to respond within the time limits set out in The FOIA. Subject to the exemptions as specified in Clause 8.7, the Client will have complete discretion to determine whether any information is exempt from disclosure and what information is to be disclosed in response to a Request for Information.

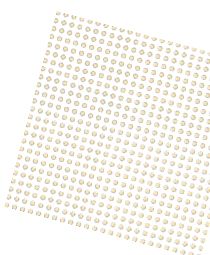
8.5. Any notice or other communication requesting information from the Supplier under The FOIA shall be in writing and shall be served by delivering it personally or sending it by first class post or fax to: FOIA Disclosure at the address set out in this SA. Unless there is evidence of earlier delivery, a notice or other communication shall be deemed given:

8.5.1. if delivered personally, when left at the address of the relevant party set out in this SA;

8.5.2. if sent by first class post, two days after the date of posting or if sent by airmail, five days after the date of posting; and

8.5.3. if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine;

8.5.4. and in proving service by first class post, it shall be sufficient to prove that the envelope containing the notice was correctly addressed, postage paid and posted





8.6. The Supplier stipulates that the following information is confidential and therefore expressly excluded from disclosure under the FOIA and any disclosure of such information will be vigorously pursued through the court system.

8.6.1. Any and all pricing information to include consulting rates

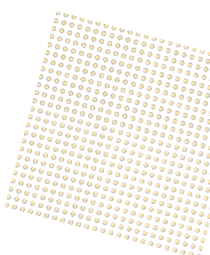
8.7. If the Supplier has not responded to a properly formatted request within 10 days of the receipt of the request as in Clause 8.5 from the Client then the Client is entitled to assume that no such exemption applies.

8.8. For the purposes of the remainder of this Clause 8, “data controller”, “data processor”, “data subject”, “personal data” and “processing” shall have the meanings ascribed to them in the Data Protection Act 1998 (“DPA”).

8.9. The parties acknowledge that the Supplier’s performance of the Services may require the Supplier to process personal data. Where such data processing is involved in the performance of the Services, it is acknowledged that the Supplier will act in the capacity of data processor. As data processor, the Supplier shall at all times perform the Services in such a manner as not to cause the Client in any way to be in breach of the DPA.

8.10. Where and to the extent that the Supplier acts as data processor, the Supplier agrees that it shall:

8.10.1. comply with the Seventh Data Protection Principle set out in Schedule 1 of the DPA and take appropriate technical and organisational measures to





safeguard against unauthorised and unlawful processing of personal data on behalf of the Client and against accidental loss, alteration or destruction of, or damage to such personal data and shall ensure that such measures are no less rigorous than those maintained by the Supplier for the Supplier's own information;

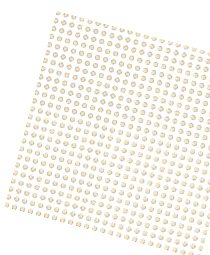
8.10.2. only carry out processing on the instructions of the Client or the relevant Affiliate from time to time;

8.10.3. implement appropriate systems and procedures to ensure that any personal data which it processes are adequate, relevant, not excessive, accurate, and, where necessary, kept up to date, and not retained for longer than is necessary;

8.10.4. comply promptly with all instructions from the Client to rectify, delete and/or update any personal data; and

8.10.5. following termination of this SA or termination of a Call-Off Contract, return to the Client all personal data in its possession held on behalf of the Client as a result of performing this SA or the relevant Call-Off Contract.

8.11. The Supplier shall obtain and maintain throughout the term of this Agreement all registrations and notifications that it is obliged to obtain and maintain pursuant to any relevant data protection legislation in respect of its performance of this Agreement.





In the event of termination of this SA this clause shall remain effective with regard to any and all confidential information of both parties.

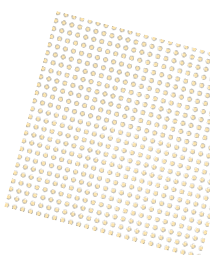
9. Force Majeure

9.1 . A party (the "Affected Party") shall not be liable for any breach of its obligations under this Agreement or for a delay in performing them to the extent that such breach or delay results from a Force Majeure Event, provided that it complies with its obligations under the remainder of this Clause 13.

9.2 . The Affected Party shall as soon as possible notify the other party (the "Unaffected Party") in writing of the Force Majeure Event and shall keep the Unaffected Party regularly informed of its progress in resuming full performance of its obligations.

9.3. The Affected Party shall take all reasonable steps to minimise the adverse effects of the Force Majeure Event on the performance of its obligations under this Agreement.

9.4. Notwithstanding the provisions of Clause 9.1 above, if the Force Majeure Event continues for a period of 30 (thirty) Working Days from the date of notification by the Affected Party to the Unaffected Party in accordance with Clause 9.2 then the Unaffected Party may terminate this SA or the affected Call-Off Contract (as





appropriate) forthwith without prejudice to any of its other rights and remedies arising under this Agreement.

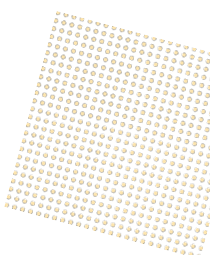
10. Term and Termination

10.1. The rights and liabilities of each party under this Agreement shall come into effect on the Effective Date. Subject to earlier termination in accordance with its terms, this Agreement shall continue for the Initial Term and thereafter shall automatically be renewed for successive annual periods.

10.2. The Client may terminate this Agreement by giving at least ninety (90) days prior written notice to the Supplier.

10.3. Either party may terminate this SA with immediate effect by written notice to the other party if the other party commits a material breach of any of its obligations under this SA and the breach either has not been remedied within thirty (30) days following receipt of written notice to the breaching party specifying the breach and requiring its remedy; or is not capable of remedy.

10.4. Either party may terminate a Call-Off Contract with immediate effect by written notice to the other party if the other party commits a material breach of any of its obligations under such Call-Off Contract and the breach either has not been remedied within thirty (30) days following receipt of written notice to the





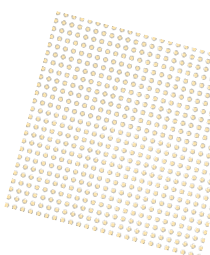
breaching party specifying the breach and requiring its remedy; or is not capable of remedy.

10.5. Either Party may terminate this SA with immediate effect by written notice if the other party passes a resolution for winding up or a winding-up order is made against it or goes into administration or a receiver or administrative receiver is appointed with respect to the business or any part thereof or an encumbrancer takes possession of the undertaking or assets (or part thereof) or the Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to or threatens to cease to carry on its business or enters into a composition with its creditors or any analogous event occurs under the law of any jurisdiction to which the Party is subject.

10.6. Termination of this SA shall operate to terminate each Call-Off Contract in force.

10.7. Any termination of an individual Call-Off Contract shall not affect the operation of any other Call- Off Contract in force or of this SA, each of which shall continue in accordance with its terms.

10.8. Termination of this Agreement or any part thereof, howsoever caused, shall not affect a party's accrued rights and obligations at the date of termination and the provisions of any provision of this SA or the relevant Call-Off Contract (as appropriate) which is expressly or by implication intended to survive termination shall remain in full force and effect.





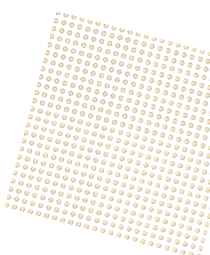
11. General

11.1. Neither party shall assign, transfer, sub-licence, charge or deal with in any other manner any part of this Agreement without the prior written consent of the other party, save that the Client or Supplier may assign all or any part of this Agreement to any Affiliate or to a purchaser of the whole or substantially the whole of its business upon written notice to the other party.

11.2. No failure or delay by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights or remedies of that party nor shall any waiver of its rights or remedies operate as a waiver of any subsequent or other breach and no right or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right or remedy available to that party by law and each such right or remedy shall be cumulative.

11.3. No variation of this Agreement shall be effective unless in writing, signed by or on behalf of the parties.

11.4. Any provision of this Agreement which is declared unlawful, void or unenforceable by any competent authority or court shall to that extent be deemed to be severed and the other provisions of this Agreement shall continue unaffected.





11.5. Any notice or other communication given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by first class post or fax to the Contracts Manager at the address set out in this SA. Any alteration to such details shall be notified to the other parties in accordance with Clause 15.6 but shall not take effect until five days after the notice of the alteration has been given.

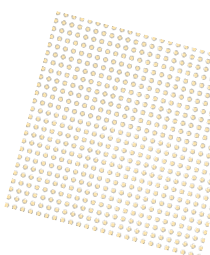
11.6. Unless there is evidence of earlier delivery, a notice or other communication shall be deemed given:

11.6.1 if delivered personally, when left at the address of the relevant party set out in this SA;

11.6.2 if sent by first class post, two days after the date of posting or if sent by airmail, five days after the date of posting; and

11.6.3 if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine;

and in proving service by first class post, it shall be sufficient to prove that the envelope containing the notice was correctly addressed, postage paid and posted.



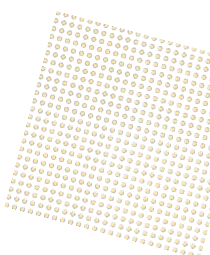


12. Dispute Resolution, Law and Jurisdiction

12.1. If a dispute arises between the parties, it is the intent of both parties that they shall first seek to resolve it by senior level negotiations. If such negotiations do not resolve the dispute and if both parties agree, the dispute may then be referred to mediation. This Clause 12.1 shall not debar either party from seeking interlocutory or interim relief from the courts, where appropriate.

12.2. This Agreement shall be governed by and construed in accordance with English law. The English courts shall have exclusive jurisdiction to hear or decide any dispute or claims arising out of or in connection with this Agreement and for those purposes the parties irrevocably submit to the jurisdiction of the English courts.

As witness the parties hereto have caused this Services Agreement to be executed by their duly authorised representatives on the date first above written.





Signed for and on behalf
Zengenti Limited

By:

Name:

Title:

Date:

Signed for and on behalf
[Company Name]

By:

Name:

Title:

Date:

