woodward
ASSOCIATES

Software Agreement

Agreement Number

By and between and the Client

Woodward Associates Limited
Rafts Court
Eton
Berkshire SL4 6RF
United Kingdom

Company Registration
London 3297090

VAT Registration 669 2153 15

Effective Date of Agreement: .....

The Client acknowledges having read and understood these terms and conditions. By signing this Agreement the parties agree to abide by the terms and conditions set forth overleaf and in the following schedules.

Schedule A	The Service
Schedule B	Prices

Agreed on behalf of Woodward Associates By

Name

Title

Agreed on behalf of the Client By

Name

Title

The Service

1.1 Woodward Associates shall provide the Service as defined in Schedule A (the "Service").

1.2 Woodward Associates warrants that it shall use all reasonable care and skill in supplying the Service. Woodward Associates does not warrant that any information produced as a result of providing the Service shall be free from error or that the Service will operate without interruption, however, all reasonable endeavours will be used to minimise system downtime due to factors within the company's control.

1.3 Further Operational Terms and Conditions for using the Service may be published to all users under the conditions set out in Clause 7 (Operational Terms and Conditions).

Fees and Other Charges

2.1. The price for providing the Service is described in Schedule B.

2.2. A price quoted as a Fixed Lump Sum may be varied by written agreement between the parties.

2.3. Prices will rise on the contract anniversary by a maximum of RPI + 2.0%

2.4. Fees and any other charges will be billed annually in advance unless otherwise stated in Schedule B.

Payment

3.1 Invoices for the Service shall be submitted in accordance with the payment schedule defined in Schedule B.

3.2 All charges are exclusive of VAT or other applicable taxes or duties which shall be added to the invoice.

3.3 The Client agrees to make payment in full within thirty days from the date of each invoice.

3.4 In addition to any other remedy available at law, Woodward Associates shall be entitled to charge interests, accruing daily, on any overdue invoice at the rate of four per cent above the then current Bank of England Base Rate.

Intellectual Property and Disclosure

4.1 Each party warrants that it has the right for the purposes of this Agreement to provide and use any software, documentation, content, data or other materials it supplies to the other.

4.2 All rights (including intellectual property rights and copyright) to any website, software, program material, content, data or documentation supplied to the Client by Woodward Associates for the purposes of providing the Service shall vest or remain vested in the Woodward Associates.

4.3 Any confidential information shall not be used or disclosed except for the purposes of this Agreement. Said information shall be maintained in confidence unless it becomes public without the fault of the receiving party.

4.4 Either party may issue publicity material relating to this Agreement with the prior written consent of the other party, such consent not to be unreasonably withheld.

4.5 Each party shall be responsible for ensuring that it and its employees comply with the requirements of the Data Protection Act 2018 as amended.

4.6 Each party shall be responsible for ensuring that it and its employees comply with the requirements of the NHS Non-Disclosure and Confidentiality agreement as amended.

Term and Termination

5.1 Without prejudice to existing rights and remedies if one party shall become bankrupt or make an arrangement with its creditors or go into liquidation or shall commit a breach incapable of remedy or shall fail to remedy any other breach within thirty days of receiving notice thereof, then the other party may terminate this Agreement with immediate effect.

5.2 The rights and obligations of either party arising under Clause 4 (Intellectual Property and Disclosure), Clause 8 (Employees) and Clause 9 (General) shall survive termination of this Agreement.

5.3 Termination notice and fees that may apply are defined in Schedule B.

5.4 Any extension rights defined in Schedule B will automatically renew for next period defined unless the Client specifically declines the extension in writing prior to four weeks before the renewal date.

Limitations

6.1 All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise, shall be construed subject to the terms and conditions of this Agreement and insofar as they are inconsistent with said terms and conditions shall be excluded.

6.2 Woodward Associates accepts liability for direct physical damage to the Client's tangible property up to a total amount not exceeding £1,000,000 where such damage is shown to be caused by the negligence of Woodward Associates, its employees or agents.

6.3 Woodward Associates accepts its liability for death or personal injury arising from the negligence of Woodward Associates, its employees or agents.

Except as provided in Sub-Clauses 6.2 and 6.3, Woodward Associates shall not be liable for any loss or damage sustained by the Client, whether to its tangible property or otherwise and howsoever caused. Woodward Associates shall not be liable for any consequential, economic or other direct or indirect loss suffered by the Client whether foreseeable or made known to Woodward Associates.

6.4 Woodward Associates shall endeavour to meet any estimates of time which may be given but such estimates are not binding and are for information purposes only. Woodward Associates shall not be liable for any delay in providing the Service howsoever caused.

Operational Terms and Conditions

7.1 Where Woodward Associates provide its systems as Software As A Service (SAAS) the operational platform may be hosted on a Woodward controlled platform, a Cloud platform contracted to Woodward Associates or on a Client controlled platform.

7.2 In whichever hosting location Operational Terms and Conditions may from time to time be posted and reposted on www.clview.co.uk that shall identify appropriate terms and conditions that will apply to all end users. This will include but not be limited to expected etiquette and behaviour of users on websites

and notification of ownership of copyright and IPR.

7.3 Woodward Associates shall not be liable for any inappropriate behaviour of whatever nature of any officers or employees of the Client or for any inappropriate behaviour of whatever nature where unauthorised users have gained entry to systems through no fault of Woodward Associates or its employees.

7.4 Where the Client is provided with access control mechanisms the Client shall endeavour to maintain secure user access control at all times to any system provided by Woodward Associates.

7.5 Once made known to Woodward Associates it will undertake to operate in as quick and effective manner as reasonably possible in removing access, content, or any other malicious or inappropriate content, data or libel, as identified by the Client, whether or not it contravenes the Operational Terms and Conditions referred to in Sub-Clause 9.2.

7.6 If any inappropriate content as identified in Sub-Clause 9.5 becomes known to Woodward Associates it may at its own discretion remove any such content and notify the Client in due course of such removal.

7.7 Upon discovery by Woodward Associates of a breach of security that results in the unauthorized release, disclosure, or acquisition of data, or the suspicion that such a breach may have occurred, Woodward Associates shall provide initial notice to the Client as soon as possible, but not more than forty-eight (48) hours after such discovery.

7.8 Force majeure. Woodward Associates will not be liable for any failure in performance due to causes beyond Woodward Associates' reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)).

Employees

8.1 If applicable, the Client shall provide to Woodward Associates a copy of the Client's health and safety policy and any of the Client's regulations including, without limitation, the Security Procedures which are applicable to any contractor working at the Client's site and Woodward Associates shall procure that its employees conform to the said regulations and procedures.

General

9.1 Either party may only assign or otherwise transfer its rights and obligations under this Agreement with the prior written consent of the other, such consent not be unreasonably withheld. Where the Client is acquired or acquires other organisations then resultant increase in usage may attract further charges.

9.2 Variation of this Agreement shall only be effective if agreed in writing by an authorised signatory of each party.

9.3 No waiver of any term or condition of this Agreement shall constitute a continuing waiver.

9.4 Notice is effective if in writing and delivered to the Company Secretary of the other party personally or by recorded delivery.

9.5 No action whether in contract tort or otherwise relating to this Agreement may be brought by either party more than two years after the party concerned becomes aware of or should reasonably have become aware of the facts constituting the cause of action.

9.6 The validity, construction and performance of this Agreement shall be governed by the Laws and subject to the Courts of England.

9.7 These terms and conditions and Schedules shall constitute the entire understanding and agreement between the parties and supersede all prior and contemporaneous proposals, representations, negotiations and communications relating to this Agreement.

9.8 Each party shall be responsible for ensuring that it and its employees comply with the requirements (including without limitation any statutory instruments, code of practice and other regulations) of the Health and Safety at Work Act 1974 as amended except that the Client shall provide first aid facilities for any employee of Woodward Associates whilst such staff are working at the Client's site.

SCHEDULE A

The Products

TBA

SCHEDULE B

Prices

B1 Products and Services

TBA

B2 Ongoing charges

TBA

B3 Minimum Usage Volumes

TBA

B4 Additional Work and Expenses

TBA

B5 Daily Fee Rate

TBA

B6 Billing dates

TBA

B7 Payment terms

TBA

B8 Term of Contract

TBA

B9 General terms

All prices exclude VAT which is charged at the prevailing rate.