

Attend Anywhere Licence Application

Consult.attendanywhere.co.uk

Involve Visual Collaboration Ltd. | March 2020 | ENTERPRISE NON-SUBLICENSABLE (v.1.0)

Licensee details and variable terms

Date	
Name	
Address	
Contact Name	
Contact Telephone	
Contact Email	
Shared Instance name	consult.attendanywhere.co.uk
Licence Commencement Date	
Renewal Date	

Licence Agreement

By signing and submitting this form you are agreeing to accept a non-exclusive, non-sublicensable licence of a Shared Instance (hosted) of the Platform from Involve Visual Collaboration Ltd solely for the purpose of facilitating the Licensee's own activities on the terms set out below and detailed in the attached schedule.

Subscription Model and Pricing

The Subscription Fee for the Platform is based on usage of the Platform as is set out in Schedule 1 (*Pricing Schedule*) to this Agreement.

The Subscription Fee is charged annually. Your initial configuration and associated Subscription Fee is as set out in the attached invoice. Thereafter, the Subscription Fee will be charged on each Renewal Date.

Additional Services

In addition to the annual Subscription Fee set out above, the Licensee can order Additional Services as needed and Additional Services will be charged as set out in Schedule 1 (*Pricing Schedule*).

Pricing Schedule

TIER	ACTIVE WAITING AREA	ACTIVE USERS	TOTAL ANNUAL LICENCE FEE
1	1	5	£2,200
2	5	25	£8,750
3	Unlimited	100	£31,200
4	Unlimited	250	£75,000
5	Unlimited	500	£144,000
6	Unlimited	1000	£276,000
7	Unlimited	2000	£528,000

Authorised by Licensee

The person set out below authorises this Licence Application and accepts the Licence Terms on behalf of the Licensee:

Signature	
Name	
Date	

Authorised by Licensor

This application is approved on behalf of a Involve Visual Collaboration Ltd.

Signature	
Name	
Date	

Licence Terms

The following terms and conditions apply to the Licence applied for by the Licensee.

- The Licence covers use of the Platform including the Management Console and Resource Centre.
- The Licence is flexible and allows the Licensee to change the Service Capacity Tier (as set out in the Price List) that applies to the Licence by contacting Involve Visual Collaboration Ltd. Where the Service Capacity Tier is changed, the additional Subscription Fees will be charged at the time of making that alteration, but the Subscription Fee for the new Service Capacity Tier will be reduced pro rata to the portion of the year left until the next Renewal Date (that is, the Licensee is only charged for the period from making the alteration up to the next Renewal Date). At the next Renewal Date, the Annual Subscription Fee for the renewed term will be based on the new Service Capacity Tier.
- Involve Visual Collaboration Ltd may from time to time advise that it is altering its pricing by issuing an updated version of Schedule 1 (Price List) to you. The pricing set out in Schedule 1 (Price List) will apply commencing from the next Renewal Date (unless the next Renewal Date is less than 45 days from the issue of the amended Schedule 1 (Price List), in which case the new pricing will commence from the following Renewal Date).
- This Licence automatically renews on the Renewal Date in each year unless terminated by the Licensee giving written notice to Involve Visual Collaboration Ltd not less than 30 days prior to the Renewal Date.
- Nothing in this Licence shall be interpreted as transferring any intellectual property of Involve Visual Collaboration Ltd in the Platform (or any Platform Instance thereof) or any other intellectual property to the Licensee.
- The Licensee must immediately notify Involve Visual Collaboration Ltd of any actual or apparent infringement of, or challenge to, Involve Visual Collaboration Ltd's proprietorship of or the Licensee's use of any of the Platform.
- The Platform is licensed solely for the permitted use of undertaking the Licensee's own activities. Any other use of the Platform is strictly prohibited.
- The Licensee agrees that it will make available and comply with a privacy policy that provides (as a minimum) for terms equivalent to those set out at: <https://www.involve.vc/privacy-notice>
- The Licensee confirms and agrees that it is solely responsible for all services delivered by the Licensee using the Platform, and agrees to indemnify and hold Involve Visual Collaboration Ltd harmless in respect to any claim relating to or arising from the delivery of such services other than where such claim arises directly from the negligence or wilful misconduct of Attend Anywhere.
- All pricing excludes VAT.
- Involve Visual Collaboration Ltd reserves the right to terminate this Licence if payment of any fee is overdue for in excess of 14 days or at the conclusion of any Term (provided that 30 days' prior notice is given).