Idox plc
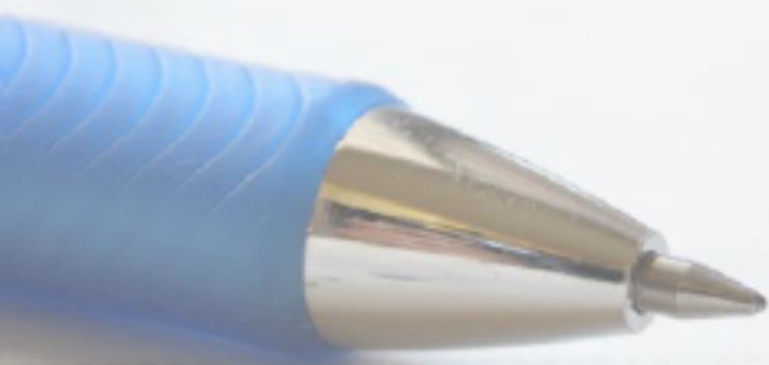
Master Software and Services agreement

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Commercial in confidence

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Please read through the Master Software and Services Agreement, as agreed with 'Idox' or the 'Supplier'. 'Supplier' is defined as the relevant legal entity and wholly owned subsidiary of Idox plc as set out in the Quotation issued by Idox and accepted by you, as the Customer (the 'Agreed Order'). If you, the 'Customer' does not agree to any the terms contained herein please do not install the Software.

WHEREAS the Supplier is in the business of providing software and/or hardware and related services and the Customer wishes to purchase such software, hardware and/or services, this Agreement sets out the terms on which the Supplier will provide the Software, Services and/or Support Services agreed in a specific Agreed Order, as these terms are defined below. In consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1 Definitions

1.1 In this Agreement and for the purposes of any Agreed Order, the following expressions have the meanings opposite unless the context requires otherwise clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

Agreed Order	means the Customers' written formal acceptance of the Supplier's Quotation for the provision of Software, Services and/or Support Services. An Agreed Order accepted in writing by the Customer constitutes a separate independent agreement between the Parties to which the terms and conditions of this Master Software and Services Agreement will apply.
Agreement	means this Master Software and Services Agreement together with the terms of any relevant Agreed Order and its schedules and annexes, if any.
Change	means an amendment to the scope, nature, volume or execution of the Software, Services and/or Support Services under an Agreed Order.
Change Control Note	means the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
Change Control Procedure	means the procedure for agreeing a Change, as set out in clause 7.
Charges	means the rates and payment terms referred to in clause 12, as set out in the Agreed Order and includes, but is not limited to, the annual Software licence fees and the price of any Services and/or Support Services.
Commencement Date	means the first day of the Initial Contract Period.
Commencement Date of Support Services	means the day the Support Services start to be provided as stated in the Agreed Order. If no specific date is included in the Agreed Order, then the Commencement date of Support Services shall be the first day of the Initial Contract Period.
Confidential Information	means (without limitation) any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the Parties and their respective clients, and as it relates to the Supplier, the Software, algorithms, software architectures and programming interfaces, protocols, designs and documentation (including, in particular, screen designs) and other materials delivered by the Supplier to the Customer pursuant hereto and in respect of both Parties and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either Party and a third party, information on communications, hardware and integration, data, drawings, diagrams, trade secrets, know-how, all proprietary information and other intellectual property or rights thereto belonging to either Party or held by either Party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either Party as confidential.
Contract Period	means the period of time from the Commencement Date until the Expiry Date.

Contract Year	means, during the Contract Period, the period of twelve (12) calendar months from the Commencement Date or from any anniversary of the Commencement Date. Regarding the Support Services, a Contract Year will start from the Commencement Date of Support Services if later than the **Commencement** Date.
Contractor	means persons acting on behalf of the Customer either under (i) an outsourcing or facilities management arrangement on terms requiring the contractor to comply with the terms and conditions of this Agreement and where the Supplier has been notified in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the contractor to comply with the terms and conditions of this Agreement.
Documentation	means the manual(s) and/or other documents associated with the Software and supplied by the Supplier to the Customer with it.
Expiry Date	means the last day of the Initial Contract Period, or, following an Extension of the Initial Contract Period, the date of expiry of the extended period; or such earlier date of termination or partial termination of the Agreed Order in accordance with the Law or the provisions of the Agreement.
Extension of Initial Contract Period	means the extension of the Initial Contract Period by mutual agreement of the Parties as provided for in clause 6.1, or the tacit extension of the Contract Period provided for in clause 2.6
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company.
Initial Contract Period	means the fixed initial Contract Period set out in the Agreed Order or the default period of five (5) years starting on the Commencement Date.
Intellectual Property rights or IPRs	means all patents, rights to inventions, copyright and related rights, industrial property rights, trademarks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), any rights in any discovery, invention or process, and applications for and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.
Losses	means all losses, liabilities, damages and fines, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
Minimum Specification	means the minimum recommended platform and equipment specification stipulated by the Supplier in writing for use in conjunction with the Software if the Software is being used on the Customer's premises.
Party	means a party to this Agreement. Together the '**Parties**'.
Quotation	means the written commercial proposal issued by or on behalf of the Supplier and addressed to the Customer detailing the Software, Services and/ or the Support Services offered. The Quotation format is set out in schedule 1 of this Agreement and shall include the particulars of schedule 2 'Service Level Agreement', and Schedule 3 'Software User Constraints' (if applicable). The Quotation is an essential part of the Agreement and once accepted by the Customer becomes an Agreed Order and an independent contract.

Restricted Release Software	shall mean any beta, test or evaluation software provided free of charge to the Customer by the Supplier.
Services	means the services provided by the Supplier to the Customer as specified in an Agreed Order and may include any or all of the following: general consultancy, implementation consultancy, installation services, hosting services, system management services, project management services, technical assistance, data migration, design, addressing issues and faults, development of software, scheduled training, customised training courses, production of documentation or related materials, or any other time based activity (but not including Support Services).
Software	means any computer program or programs specified in an Agreed Order and shall include any updates or enhancements supplied as part of the Support Services.
Software Use Constraints	means the third-party software licence terms and conditions of use of any third-party software embedded or included in the Software, including the particulars end user licence requirements, that the Supplier is required to pass on to the Customer, as specified in Schedule 3 of this Agreement (Software Use Constraints).
Specification	means, with regard to Software, the functionality set out in the Supplier's Quotation, published data sheets or electronic system documentation for the Software available from the Idox Group website as modified by any subsequent Documentation or clarification provided by the Supplier to the Customer, and referenced in the Quotation.
Supplier Personnel	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.
Support Services	means the support and maintenance services provided by the Supplier for the period specified in the relevant Agreed Order, in respect of the Software, as set out in clause 6 of this Agreement and in the Agreed Order in the form of Schedule 2 (Service Level Agreement) and Idox Service Desk Support Guidelines.
Update	means releases which contain such corrections, modification, enhancements and minor improvements of the Software or portions thereof, in machine readable object code format, as the Supplier deems appropriate, and which the Supplier distributes as part of the Support Services.
Named User	means a named individual authorized by the Customer to use the Software as previously informed and agreed with Supplier, regardless of whether the individual is actively using the Software at any given time.
Working Day	means any day other than Saturday, Sunday and bank holidays in the location where the Services are being provided, as set off in the Agreed Order.

1.2   Any amendment or variation to this Agreement shall only be effective if it is in writing and authorised by of both Parties.

1.3   Any amendment to an Agreed Order shall be made through a Change Control Procedure pursuant to clause 7 and no amendments to any Agreed Order shall be valid unless made in writing and authorised by both Parties.

2 Entire agreement

2.1   This Agreement and any other documents referred to herein together with any relevant Agreed Order constitute the entire contract between the Supplier and the Customer in relation to the subject matter of any Agreed Orders and supersede all previous proposals, promises, assurances, warranties, representations and understandings, whether written or oral, between the Parties in respect of the subject matter of any Agreed Orders. In particular no other terms and conditions (including any set out in any purchase order issued by the Customer) or prior representations of the Supplier or the Customer shall apply. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement.

2.2   The terms and conditions of this Agreement shall become binding in relation to an Agreed Order for the provision of Software, Services and/or Support Services between the Supplier and the Customer upon written acceptance by the Customer of the Supplier's Quotation. The Customer represents that it has read the terms and conditions this Agreement which will apply to each Agreed Order.

2.3   If no written acceptance of the Supplier's Quotation has been received by Supplier but the Software, Services and/or Support Services are being provided with the consent of the Customer, then, in the absence of a formal written Agreed Order, the Customer agrees that the terms and conditions of this Agreement will apply to those Software, Services and/or Support Services and to the purchase order issued by the Customer.

2.4   In the event of any conflict between the terms and conditions of this Agreement and an Agreed Order, then the relevant provision(s) of the Agreed Order shall prevail.

2.5   This Agreement shall be in force until terminated by agreement of both Parties or unless terminated in accordance with the provisions of clause 8 (Termination).

2.6   Unless terminated in accordance with the provisions of clause 8 (Termination), an Agreed Order shall be in force for the Initial Contract Period only and any extension shall be agreed by the parties in writing. If the Software licence, Service and/or support Services have been continually provided by the Supplier beyond the Contract Period without a written agreement to extend, the relevant Agreed Order will be automatically extended for an additional Contract Year.

3 Licence

3.1   Subject to payment of the applicable Charges and subject to the terms of this Agreement, on delivery of the Software to the Customer, the Supplier grants to the Customer a non-exclusive, non-transferable licence to use the Software and the Documentation for the number of named users (as set out in an Agreed Order) for the period specified in the Agreed Order on the terms and conditions contained herein. Where no specific term for the licences is specified in the Agreed Order, then the licences are granted for the Initial Contract Period only.

3.2   The Software and Documentation may only be used by no more than the number of permitted named users which shall be clearly stated in the Agreed Order form. For the avoidance of doubt, the number of permitted named users cannot be unlimited and shall always be agreed in advance to the start of the Service. All actual users of the Software and Documentation must be licensed and Customer is responsible for ensuring that the number of named users as agreed between the Parties is maintained and that the number of named users shall not exceed the agreed number at any time during the Contract Period of the Agreed Order. For these purposes Customer must keep an updated record of all users of the Software and log in details, which register shall be available to Supplier, at Supplier's request, at any time during the Contract Period.

3.3   The Software and Documentation may only be used for the internal business purposes of the Customer for data inputting and reporting or for configuration purposes in the normal course of the business of the Customer.

3.4   The Customer accepts responsibility and liability for the acts and/or omissions of its employees, agents, Contractors and any third party using the licensed Software in relation to any breaches of the Software licence (including the Software User Constrains) and its/their obligations under the relevant Agreed Order and this Agreement by such employees, agents Contractors or third parties. The Customer will indemnify and hold harmless the Supplier against all liability, loss, damages, reasonable costs and expenses incurred or suffered by the Supplier as a result of any such breach.

3.5   Except as expressly authorised herein, the Customer shall not cause or permit any use or disclosure of any Software performance benchmarks results or other tests carried out on the Software to any third party without the Supplier's prior written consent provided that such consent is not unreasonably withheld or delayed.

3.6   The Customer will not use the Software in violation or contravention of any Law or the Software User Constraints in place.

3.7   The Supplier reserves the right to include means within the Software to limit the Customer's use of the Software to the agreed licensed number of users.

3.8   If the Software is installed on the Customer's premises, the Customer shall be entitled to make such copies of the Software in machine readable form as are reasonable for back-up purposes or disaster recovery purposes only. Subject to the provisions of this clause 3, the Customer may not use, copy, modify, amend, alter, or transfer the Software or any copy, adaptation, transcription, or merged portion thereof. Save as expressly permitted by Law, the Customer may not reverse engineer, decompile or disassemble the Software.

3.9　　Title, copyright and all other proprietary rights in the Software and the Documentation and all parts and copies thereof shall remain vested in the Supplier and/or software partners. Risk in the Software and the Documentation shall pass to the Customer on delivery (which includes responsibility for implementing any anti-virus software).

4 Customer's obligations

4.1　　The Customer warrants that it shall provide in a timely manner all information reasonably required by the Supplier for the performance of the Services.

4.2　　The Customer undertakes to:

4.2.1　　provide, where applicable, adequate facilities, (including access to its applicable computer systems) to enable the Supplier to fulfil its contractual duties;

4.2.2　　make available, at agreed intervals and for agreed periods of time, appropriate personnel with sufficient knowledge of the Customer's working environment and of the Services to liaise with the Supplier;

4.2.3　　use its reasonable endeavours to keep secure and safe all and any property of the Supplier, its agents or sub-contractors that is kept at the Customer's premises with the Customer's express permission;

4.2.4　　promptly furnish the Supplier with such information and documents as it may reasonably request for the proper performance of its obligations hereunder and be responsible for ensuring that such information is true, accurate, complete and not misleading in any material respect;

4.2.5　　obtain all third-party consents, licences and rights reasonably required in order to allow the Supplier to perform its obligations provided always that the Supplier uses its best endeavours to notify the Customer of any need or potential need for additional consents, licences and rights in relation to a particular Agreed Order.

4.2.6　　put in place adequate security and virus checking procedures in relation to any computer facilities to which it provides the Supplier with access.

5 Warranties and performance

5.1　　The Supplier warrants that, with regards to Software:

a)　it has full title to and/or the authority to grant licenses or sub-licenses (as appropriate) of the Software; and,

b)　the Software will perform in all material respects in accordance with the Specification for a period of thirty (30) calendar days from the date of completion and acceptance of any relevant Services. The date of completion and acceptance will be determined in accordance with clauses 13 (Delivery) and 14 (Acceptance Procedures) and the Specifications on the relevant Agreed Order. If, within the warranty period specified above, the Customer notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

　　　i.　　repair the Software;
　　　ii.　　replace the Software; or
　　　iii.　　terminate the relevant Agreed Order immediately by notice in writing to the Customer and refund any of the Charges paid by the Customer as at the date of termination on return of the Software and all copies thereof,

The Customer shall provide all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault. No warranty remedies apply to warranty claims not made within the applicable warranty period.

5.2   The Supplier and its software partners accept no liability for any failure of the Software to provide any facility or function or performance degradation as a result of any of the following (each a '**Non-permitted Use**'):

     a)   a modification to the Software code which has not been carried out by the Supplier or its software partners;

     b)   any use of the Software which is not permitted, not included or expressly excluded in the Specification and /or Documentation (and any approval shall be at the cost and expense of the Customer);

     c)   any combination of the Software with any software or materials not supplied or approved by the Supplier or its software partners;

5.3   Save for the warranties set out above and any specific warranties given by the Supplier in an applicable Agreed Order, the Software, Services and/or Support Services are provided 'as is' and any and all other terms, conditions, representations, warranties and undertakings, whether express or implied are hereby excluded to the furthest extent permitted by Law.

5.4   The above warranties do not apply to Restricted Release Software or to Software that have been improperly installed or used in a manner other than as authorised by the Supplier under an Agreed Order. The Supplier does not warrant that the Software will meet the Customer's requirements, or that the Software will operate in the combinations which the Customer may select for use, or that the operation of the Software will be uninterrupted or that the Software will be error-free.

6 Support services

6.1   Subject to the provisions of the Agreed Order, the Supplier shall provide the Support Services for the Initial Contract Period only. Thereafter the Parties may agree an extension of the Contract Period or the Customer may request a 12-month extension upon any anniversary of the Commencement Date by giving prior written notice to the Supplier, such notice period being not less than ninety (90) calendar days prior to such anniversary (Extension of Initial Contract Period).

6.2   Maintenance element of Support Services with regards to Software:

     a)   The maintenance element of Support Services is provided from time to time during the term of the Agreed Order via Updates (subject always to payment of the Charges for the maintenance element of the annual Support Services). The Customer shall promptly install any Updates distributed by the Supplier.

     b)   The Supplier will, at appropriate intervals, distribute Updates to the Software modules purchased by the Customer. There may be an additional fee for Updates that include new or additional functionality to the Software or if the Customer requires any additional support to effect the Update.

     c)   The Customer shall, after installation of an Update, implement its use such that it replaces entirely any previous version of the Software or portion thereof to which the Update applies. Upon implementation, an Update will constitute the Software and will be subject to all the terms and conditions of this Agreement.

6.3   Support element of Software Support Services:

     6.3.1   The support element of Support Services is provided pursuant to this clause 6.3 and the 'Service Level Agreement' specified in the Agreed Order.

     6.3.2   If the Software is installed at the Customer's premises, the Customer shall make available an electronic link as specified by the Supplier, at the Customer's expense, in order for the Supplier and its software partners to remotely access the system for diagnostic purposes, using the remote access standards defined by the Supplier. The electronic link must be available promptly on request from the Supplier. If the link is not made available within the agreed timescale, the Supplier reserves the right to re-schedule the diagnostic work at its convenience when suitable resources become available. The Customer may control access to the electronic link by the Supplier and its software partners by disconnection of the link when it is not required for use.

     6.3.3   The Supplier will use all reasonable endeavours to correct any error in the Software identified by the Customer. An error will be deemed to exist if, and only if, the Software does not conform to the Specification. The Customer, however, acknowledges that Software is of such complexity that it may be impossible or impracticable to correct an error. If an error is, in the reasonable opinion of the Supplier, not capable of correction (the Supplier having exercised all due diligence in analysing and attempting to correct the error), the Supplier will notify the Customer and advise the Customer on any methods of avoiding or working round the error.

     6.3.4   The Customer agrees to pay any necessarily reasonable costs incurred by the Supplier in attempting to resolve a reported error if such error was caused by unauthorised attachments, or by a Non-permitted Use or if the Customer, in the Supplier's reasonable opinion, has submitted an incorrect or misleading report of an error. The Supplier will use reasonable efforts to answer the Customer's questions relating to the use, application and functioning of the Software by telephone, letter or email to the extent reasonably requested by the Customer and agreed to by the Supplier. The Supplier shall use all reasonable endeavours to resolve any errors including in particular high priority errors as quickly as reasonably possible within the time limits provided in the Service Level Agreement.

6.3.5 The Customer, upon detection of any error, defect or non-conformity in the Software, shall, if requested to do so by the Supplier, submit to the Supplier a listing of output and any such other data which the Supplier may reasonably request in order to reproduce operating conditions similar to those present when the error occurred or the defect or non-conformity was discovered, as the case may be, provided that the Customer shall at all times be able to comply with the Data Protection Legislation (as defined in clause 24).

6.3.6 The Parties agree that, in order to continually improve the level of Support Services, from time to time, the Supplier may update the 'Service Level Agreement' to better manage its human and technical resources. The Supplier shall communicate such changes to the Customer in advance and provide copy of the updated document.

6.4 Support Services – General

6.4.1 Documentation pertaining to any Updates will be provided as stated in the relevant Agreed Order.

6.4.2 The Support Services provided under this Agreement shall not include any of the following:

a) problems not related to the Software or caused by a modification to the Software which the Supplier has neither performed nor approved:

b) problems resulting from the failure of the Customer to use the Software in a manner which is consistent with the appropriate Documentation supplied by the Supplier to the Customer.

6.4.3 The terms and conditions of the Support Services regarding any Software provided by the Supplier to the Customer under this Agreement shall be provided as per the specifics set out in the Service Level Agreement relevant to the Agreed Order and Idox Service Desk Support Guidelines.

6.4.4 Any modification of the Software provided under this Agreement must be performed by the Supplier only unless such modification has been performed by the Customer with the express written consent of the Supplier. Any modification to the Software done otherwise shall not be supported by the Supplier.

7 Change control procedure

7.1 Either Party may submit a written request for Change to the other Party in accordance with the Change Control Procedure set forth in this clause 7, but no Change will come into effect until a Change Control Note has been agreed in writing by the authorised representatives of both Parties.

7.2 If the Customer requests a Change:

a) the Customer will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Control Note;

b) within ten (10) Working Days of receipt of a request, the Supplier will, unless otherwise agreed, send to the Customer a Change Control Note.

7.3 If the Supplier requests a Change, it will send to the Customer a Change Control Note.

7.4 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:

a) the title of the Change;

b) the originator of the Change and date of request;

c) description of the Change;

d) details of the effect of the proposed Change on the Software and /or Services; the Charges; any systems or operations of the Customer that might be affected by the requested Change and any other term of the Agreed Order;

e) details of the date of expiry of validity of the Change Control Note; and

f) provision for signature by the Customer and the Supplier.

7.5 Following the Customer's receipt of a Change Control Note, the Parties agree the terms of the relevant Change Control Note, that Change Control Note will amend the Agreed Order.

7.6 Each Party will bear its own costs in relation to compliance with the Change Control Procedure.

8 Termination

8.1 This Agreement and/or any Agreed Order (including any licences) may be terminated forthwith by either Party on written notice if the other Party is in material breach of the terms of this Agreement or any Agreed Order and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof.

8.2 Either Party may terminate this Agreement and all Agreed Orders forthwith on written notice if the other Party shall become insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation.

8.3 Subject to clause 12.4, the Supplier may terminate this Agreement and/or any Agreed Order if the Customer fails to pay any amount due to the Supplier within thirty (30) calendar days of the date of the undisputed invoice or the date on which the invoice was determined as valid, the Supplier first having given the Customer five (5) Working Days' notice in writing of the Supplier's intention to terminate.

8.4 Termination of this Agreement or any Agreed Order shall not prejudice any rights of either Party which have arisen on or before the date of termination and shall not affect the ongoing validity of any other Agreed Order entered into pursuant to this Agreement.

8.5 Within seven (7) calendar days following the date of termination or expiry of any Software licence, the Customer shall, at the option of the Supplier, return or destroy all copies, forms and parts of the Software and Documentation which are covered by this Agreement or any Agreed Order and shall certify to the Supplier in writing that this has been done. If the Supplier is providing a hosted service to the Customer the Supplier shall provide the Customer with an export of the Customer's data.

9 Confidentiality

9.1 Each Party agrees that it will not without the prior written consent of the other Party:

9.1.1 Permit a third party to duplicate or use any Confidential Information;

9.1.2 Disclose any Confidential Information to any third party save where expressly authorised by this Agreement unless at the time of disclosure such information is within the public domain; or

9.1.3 Use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

9.2 Notwithstanding any other provision on this Agreement, the receiving Party shall be entitled to make any disclosure required by Law or other regulatory authority or to its professional advisors.

9.3 In the event of termination of this Agreement or any Agreed Order the obligations of both Parties under this clause shall continue as if the Agreement or any relevant Agreed Order had not been terminated.

10 Limitation of liability

10.1 Each Party will indemnify the other against any claim for or in respect of death or personal injury of any person if and to the extent that it is caused by the negligence of such Party or any employee of such Party.

10.2 Subject always to clause 10.1, in the event that the Supplier fails to comply with its obligations of whatever nature arising under this Agreement, its liability for Losses caused by the provision of the Software and/or Services (whether in contract, tort (including negligence), restitution or otherwise) shall not exceed in the aggregate 100% of the value of the relevant Agreed Order for the Contract Year in which the Suppliers' default arises.

10.3 Subject always to clauses 10.1 in the event that the Supplier fails to comply with its obligations of whatever nature arising under this Agreement, its liability for Losses caused by the provision of the Support Services, (whether in contract, tort (including negligence), restitution or otherwise) shall not exceed in the aggregate 100% of the annual value of the Support Services Charges in the relevant Agreed Order for the Contract Year in which the Suppliers' default arises.

10.4 Neither Party shall be liable to the other Party for any representation (unless fraudulent), implied warranty, condition or other term, any duty at common law, or any express terms of this Agreement, for any special, indirect or consequential loss including but not limited to loss of business, loss of contracts, loss of anticipated savings or revenue, or goodwill, or loss of or damage to or corruption of data or Software.

10.5 The Parties agree that it is reasonable that the Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions given to the Supplier by the Customer which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or any other fault of the Customer. The Parties also agree that it is fair and reasonable for risk to be allocated and in the context of the Charges being paid by the Customer and the nature of the losses which the Customer might suffer, that the Supplier's liability be limited in the manner set out in this clause 10.

10.6   The Customer shall indemnify the Supplier for all Losses caused by the Customer or their contractors, employees or agents who infringe any or all of the Software Use Constraints or of any Intellectual Property Rights (whether Supplier's or third party IPRs).

10.7   Subject to any express term of this Agreement, the Supplier excludes any statement whatsoever and howsoever arising out of this Agreement as to the quality, merchantability, suitability or fitness for purpose of any part of the Software to the fullest extent permitted by Law.

10.8   Each Party acknowledges that any breach of its obligations with respect to the proprietary rights of the other Party or such Party's licensors may cause such other Party irreparable injury for which there may be inadequate remedies at Law and that such other Party and its licensors will be entitled to equitable relief, in addition to all other remedies available to it.

11 Rescheduling and cancellation

11.1   The Supplier will use reasonable endeavours to accommodate rescheduling of Professional Services at Customer's request. However, if the Customer reschedule or cancel delivery of previously booked training or consultancy days with less than twenty-one (21) working days' notice, the Supplier will be entitled to charge in full for each delivery day for which such twenty-one (21) days' notice has not been provided but not exceeding the total price of the Services booked. If the professional services are cancelled at any time where the Supplier has booked travel expenses or other reasonable expenses which are non-refundable, the Customer will still be liable to pay the cost of such travel or other expenses.

11.2   Subject to clause 21 (Force Majeure), in the event of the Customer cancelling a scheduled delivery of previously booked training or consultancy days for Services, Supplier shall receive written notice of such cancellation with a minimum of twenty-one (21) Working Days prior to the start of the Services (the 'Cancellation Period'). If cancellation notice is received by Supplier with less than the required minimum Cancellation Period, Supplier will be entitled to charge the Customer in full for each Working Day of such cancellation notice being short of the minimum Cancellation Period.

12 Charges

12.1   The Customer shall pay the Supplier the Charges for the Software licence, the Services and the Support Services as set out in the relevant an Agreed Order. Unless otherwise stated in the Agreed Order, the Charges, including the licence fee, shall be expressed as annual Charges.

12.2   The Charges shall be increased automatically on the first anniversary of the Commencement Date in an amount equal to the percentage increase in the UK Retail Price Index (or such index that replaces it) as measured over the preceding twelve (12) month period. Additionally, after the Initial Contract Period the Supplier reserves the right to increase the Charges for Software, Services and/or Support Services over the UK Retail Price Index.

12.3   The Customer shall pay all Charges to the Supplier within thirty (30) calendar days from the date of the Supplier's invoice.

12.4   All Charges payable under this Agreement or any Agreed Order are exclusive of Value Added Tax or any other relevant taxes which will be added at the prevailing rate from time to time.

12.5   If the payment of any sum due under the Agreement or any Agreed Order shall be delayed by the Customer for any reasons then, without prejudice to any of the Supplier's other rights, the Supplier shall be entitled to suspend the Services and /or the Support Services until full payment is received and charge interest at 8% per annum over the Bank of England current base rate on the amount of the delayed payment for the period of the delay.

12.6   Where relevant, the Supplier shall supply to the Customer such forms as are required by the tax authorities in the country in which the Customer is based to permit the Customer to make payments gross, failing which the Customer shall be entitled, if so required by Law, to deduct any applicable withholding tax. The Customer shall supply withholding tax certificates to the Supplier to support any such deductions within seven (7) calendar days of making such deductions.

12.7   The Supplier may make additional charges for travel outside the UK mainland including expenses and overnight accommodation.

12.8   The Supplier will quote any Customer purchase order number or reference provided that it is supplied prior to the issue of an invoice. If none is provided by the Customer, then the Customer agrees that the absence of such references do not constitute grounds for non-payment or delay in the settlement of an invoice.

13. Delivery

13.1   Delivery of the Software:

13.1.1   The Supplier shall install the Software by the date specified in the Agreed Order. The Documentation shall also be delivered to the location agreed by the Parties by the date specified in the Agreed Order.

13.1.2   Unless otherwise agreed in writing by the Parties or specified in the Agreed Order, installation shall take place within sixty (60) calendar days of signing of an Agreed Order. Supplier will not be responsible for delays due to Customers causes (like inadequate IT resources, network, security issues or the IT environment not being prepared as per Supplier's instructions).

14. Acceptance procedures

14.1   Software:

14.1.1   If agreed by the Parties, acceptance tests will be coordinated with the Supplier as part of the project implementation. Alternatively, Supplier may advise Customer as to how to run satisfactory acceptance tests for the Software. The acceptance tests will be structured equitably to ensure that the Services have been delivered so that the Software will perform the functionality set out in the Specification in all material respects.

14.1.2   Acceptance testing must commence within fourteen (14) calendar days of the Supplier notifying the Customer that the Services have been completed to enable commencement of acceptance testing.

14.1.3   In the event that the acceptance tests do not take place within twenty-eight (28) calendar days of the Supplier notifying the Customer that the Services have been completed to enable commencement of the acceptance testing, due to the acts or omissions of the Customer, the Supplier shall give a further seven (7) calendar days' notice of its requirement that the acceptance tests be carried out. If such acceptance tests are not carried out within a further period of seven (7) calendar days from the date of service of such notice due to the continuing acts or omissions of the Customer, the Services shall then be deemed to have been accepted on the expiry of such last period.

14.1.4   If the Customer puts the Software or any part thereof into live use before acceptance under this clause, except for testing purposes, then the Services shall be deemed to have been accepted on the date of first use.

15. Intellectual property

15.1   Idox (or its third-party licensors) retains all right, title and interest in the Software and Documentation and any copies thereof. Risk of loss of the Software media, shall remain with Idox until delivery of the media to Customer. Except as otherwise expressly granted, no licence, right or interest in any Idox (or any of its third party licensors) trademark, copyright, trade name, service mark or in any Intellectual Property or industrial property of Idox (or its third party licensors) is granted hereunder.

15.2   The Customer recognizes that the Software and Documentation and any Updates, corrections or upgrades of such Software and Documentation include software which is the property of Idox or its licensor and the Customer shall not sell, assign, distribute or disclose the said Software, Updates, corrections or upgrades or any part thereof to any third party. Copyright and all other Intellectual Property Rights in such Software and Documentation, Updates, corrections or upgrades shall remain vested in Idox or its licensor and may not be copied by the Customer in whole or in part in any form without the prior written consent of Idox, other than as a security copy for the use of the Customer operating personnel in connection with the Software. Any copy so produced shall reproduce all copyright notices with which the Software, Upgrades or Updates is marked.

15.3   The Customer acknowledges that the Software (including any Documentation, Updates, corrections or upgrades) and /or Products supplied may have embedded some Third Party IPR and the Customer agrees to only use the said Software and Products in compliance with conditions of sub-licence of such Third Party IPR.

15.4   Customer shall affix, to each full or partial copy of the Software or Documentation made by Licensee, all copyright and proprietary information notices as were affixed to the original, together with such other notices as Idox may request from time to time.

15.5   Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or any third party may cause such other party irreparable injury for which there may be inadequate remedies at law and that such other party will be entitled to equitable relief, in addition to all other remedies available to it.

15.6 Idox shall indemnify and hold harmless the Customer against the costs, damages or losses, that may be awarded or paid by the Customer as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the normal operation, possession or use of the Software by the Customer during the Contract Period ('Intellectual Property Infringement Claim') provided that the Customer:

a) gives notice to the Supplier of any Intellectual Property Infringement Claim immediately it becomes aware of it;

b) gives the Supplier the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or comprise any such claim without the express instructions of the Supplier; and

c) acts in accordance with the reasonable instructions of the Supplier and gives to the Supplier such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

15.7 The Customer acknowledges and accepts that any and all Intellectual Property which subsist in or arise in connection with the Software and Services belong to the Supplier and /or its third-party licensors.

15.8 If the Customer elects to purchase consulting or software services, any ideas, know-how, or techniques that may be developed by the Supplier as a result of such consulting services, including but not limited to any enhancements or modifications made to the Software or Documentation (collectively, 'Developments') shall be the property of the Supplier unless otherwise stated in the Agreed Order. The Supplier may in its sole discretion develop, use, market, and license any software or data processing material that is similar or related to that which was developed by the Supplier for the Customer. The Supplier shall not be required to disclose information concerning any Developments that the Supplier deems to be proprietary and confidential.

16. Source code escrow

Unless otherwise stated in the Agreed Order, Supplier has a UK multi licensee agreement with a reputable escrow provider relating to the source code of the Software and will, at the request of the Customer, provide the Customer with the necessary information to enable the Customer to become a party to the UK Multi Licensee Agreement at Customer's own expense.

The Customer will, as a party to the UK Multi Licensee Agreement, be entitled to gain access to the source code if certain events (as defined in the UK Multi Licensee Agreement) occur.

17. Waiver

No delay, neglect, or forbearance on the part of either Party in enforcing against the other Party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement or any Agreed Order.

18. Publicity

The Supplier shall not, without the prior written consent of the Customer (which shall not be unreasonably withheld), advertise or publicly announce that it is providing services to the Customer.

19. Dispute resolution

19.1 If a dispute arises out of or in connection with the performance, validity or enforceability of this Agreement or any Agreed Order (Dispute), then the Parties shall follow the procedure set out in this clause:

19.1.1 Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, both Parties shall attempt in good faith to resolve the Dispute;

19.1.2 If the Parties are for any reason unable to resolve the Dispute within thirty (30) calendar days of service of the Dispute Notice, then either Party shall be entitled to refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolutions (CEDR) Model Mediation Procedure or failing that, a procedure administered by such other similar organisation. The costs of the mediation shall be borne equally between the Parties;

19.1.3   If any mediation procedure initiated according to clause 19.1.2 has been concluded without a resolution, or the time agreed for resolution has expired, either Party may refer the Dispute to be resolved by arbitration, in which event such Dispute shall be referred to a single arbitrator to be agreed between the Customer and the Supplier. Failing such agreement within fourteen (14) calendar days from beginning of negotiations, the arbitrator shall be nominated by the President for the time being of the Law Society of England and Wales. The costs of the arbitration shall be at the discretion of the arbitrator. If the Dispute arises in England, the seat of the arbitration shall be London; the law governing the arbitration shall be English.

19.1.4   The Dispute shall be finally resolved by arbitration proceedings initiated in accordance with clause 19.1.3 in this Agreement.

19.2   No Party may commence any arbitration proceedings under this clause 19 in relation to the whole or part of the Dispute until any mediation procedure initiated according to clause 19.1.2 has been concluded or the time agreed for resolution has expired.

20. Severability

If any part, term or provision of this Agreement or an Agreed Order, not being of a fundamental nature, were to be held illegal or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected.

21. Force majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond the Party's reasonable control, including but not limited to industrial action, epidemic, fire, flood, riot, war, earthquake, legal enactment or governmental or other regulation. Both Parties shall use their reasonable endeavours to ensure that any failure is kept to a minimum. Where, as a result of any event beyond the reasonable control of a Party as described in this clause, the Party has not been able to perform its obligations under the Agreement for a period exceeding (2) two months or it appears impossible or unlikely that the whole or a substantial part of the Agreement will be capable of performance for a period exceeding two (2) months, then the non-defaulting Party may elect to terminate the Agreement after providing the other Party with at least fourteen (14) calendar days' written notice, without any further liability of either Party (save in relation to the Customer's obligation to pay for Software, Services and/or Support Services already delivered and provided prior to such date).

22. Notices

Any notice shall be sufficiently given if delivered personally, by email (if given to the Supplier it shall be sent to contracts@idoxgroup.com) or sent by first class mail to the other Party at its address specified in an Agreed Order or at such other address as it may have notified in writing for such purposes to the other Party. Notices so sent shall be deemed to have been received on delivery, if delivered personally; if sent by first class mail, to have been received two Working Days following dispatch; and if sent by fax or e-mail on receipt of confirmation of successful transmission. Where delivery takes place on a non-Working Day, then it shall be deemed to take place on the following Working Day.

23. Assignment

23.1   The Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Supplier. The Supplier may assign any of its rights or delegate any of its obligations hereunder to any company within its Group without the consent of the Customer.

23.2   Where the Customer is a local authority or government department it may assign or transfer all of its rights and obligations to any successor authority or body which takes over responsibility for the relevant function of the authority or department, without the prior written consent of the Supplier, save where such assignment or transfer would result in (i) an increased user population of the software in excess of the current licensed usage; or (ii) the transfer of use to a private commercial concern, in which cases the Supplier's consent is required, which shall not be unreasonably withheld.

23.3   In the event of circumstances described in clause 23.2, above, occurring, the Supplier reserves the right to make such additional Charges as are reasonable.

24. Data protection

24.1   Definitions. In this clause 24, the following words have the meaning given below:

'Data Protection Legislation'	means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) In the UK, the Data Protection Act 2018 (the 'DPA'); (b) EU Regulation 2016/679 ('GDPR'); and (c) any laws or regulations ratifying, implementing, adopting, supplementing, or replacing GDPR; in each case, to the extent in force, and as such are updated, amended, or replaced from time to time.
'Data Controller', 'Data Processor', 'Data Subjects', 'Personal Data', 'Personal Data Breach', 'Data Loss Event', 'Data Subject Access Request', 'Sub-processor' and 'Data Protection Officer'	have the meaning set out in the DPA.
'Data Protection Impact Assessment'	means an assessment by the Data controller of the impact of the envisaged processing on the protection of Persona Data.
'Protective Measures'	are the appropriate technical and organisational measures to protect Personal Data and mitigate the risk of a Data Loss Event occurrence, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

24.2   Each Party shall for the duration of this Agreement comply with the provisions of the Data Protection Legislation governing the use, storage or transmission of Personal Data and shall not do or permit anything to be done which might cause or otherwise result in breach of the same.

24.3   The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor. The only processing that the Supplier is authorised to do is determined by the Customer and may not be determined by the Supplier.

24.4   The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

24.5   The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may include:

a) a systematic description of the envisaged processing operations and the purpose of the processing;

b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

c) an assessment of the risks to the rights and freedoms of Data Subjects; and

d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

24.6 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

a) process that Personal Data only in accordance with the Customer's written instructions unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the

    i. nature of the data to be protected
    ii. harm that might result from a Data Loss Event;
    iii. state of technological development;
    iv. costs of implementing measures;

c) ensure that the Supplier's Personnel do not process Personal Data except in accordance with this Agreement and the Customer's written instructions;

d) The Supplier shall take all reasonable steps to ensure the reliability and integrity of any Supplier's Personnel who have access to the Personal Data and ensure that they are aware of and comply with the Supplier's duties under this clause, and that they are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor. The Supplier's Personnel shall be informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement. The Supplier's Personnel shall have undergone adequate training in the use, care, protection, and handling of Personal Data.

e) not, unless the transfer is based on an 'adequacy decision', is otherwise 'subject to appropriate safeguards' (including the entering into of Standard Contractual Clauses, being the standard contractual clauses set out I the European Commission's Decision 2010/87/EU of 5 February 2010 for the transfer of Personal Data to processors established in third countries) or if a 'derogation for specific situation' applies, each with the meanings given to them in GDPR respectively, transfer, access or process Personal Data outside the European Economic Area without the prior written consent of the Customer.

f) at the written direction of the Customer, the Supplier shall delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

24.7 Subject to clause 24.8, the Supplier shall notify the Customer immediately if it:

a) receives a Data Subject Access Request (or purported Data Subject Access Request);

b) receives a request to rectify, block or erase any Personal Data;

c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

f) becomes aware of a Data Loss Event.

24.8 The Supplier's obligation to notify under clause 24.7 shall include the provision of further information to the Customer in phases, as details become available.

24.9 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 24.7 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

a) the Customer with full details and copies of the complaint, communication or request;

b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

d) assistance as requested by the Customer following any Data Loss Event;

e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

24.10 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

24.11 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

24.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

    a) notify the Customer in writing of the intended Sub-processor and processing;

    b) obtain the written consent of the Customer;

    c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 24 such that they apply to the Sub-processor; and

    d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

24.13 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

24.14 The Parties will take account of any guidance issued by the Information Commissioner's Office.

25. Third party rights

25.1 The Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Agreement and no provision of this Agreement shall be enforceable or enjoyed by any person who is not a Party to it.

26. Health and safety

26.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of the Software, Services and/or Support Services.

26.2 The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's offices and which may affect the Supplier in the performance of the Software, Services and/or Support Services.

26.3 Whilst at the Customer's Offices, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of personnel and other persons working on those premises which are notified to the Supplier.

27. Audit

27.1 The Customer shall maintain such books and records as are necessary to enable the Supplier, at its expense, to audit the books and records of the Customer to ensure compliance with the terms of any Agreed Order and/or this Agreement (including the right to verify that the Customer's use of the Software complies with the terms and restrictions of the relevant Software licence). Reasonable notice of any audit will be given to the Customer and any audit shall be conducted during regular business hours at the Customer's offices. If any audit reveals that the Customer has underpaid any Software licence and/or fees for Support Services to the Supplier, based on the Customer's actual use of the Software, then the Customer shall be invoiced for such underpaid fees based on the Supplier's list price in effect at the time the audit is conducted. If such underpaid fees are in excess of five per cent (5%) of the amount which the Customer has agreed to pay for its permitted use of the Software, then the Customer shall also reimburse the Supplier's reasonable costs of conducting the audit. The Supplier shall not conduct such audits more than once per calendar year.

27.2 The Supplier shall keep and maintain until six years after the Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including:

    a) the Services provided under it;

    b) all expenditure made by the Customer;

    c) all payments made by the Customer.

28. Applicable law

28.1   Unless otherwise agreed in writing between the Parties, this Agreement and any Agreed Order shall be subject to and construed and interpreted in accordance with the laws of England and Wales.

28.2   Any disputes between the Parties regarding the subject matter of this Agreement or any Agreed Order or in connection with them shall be subject to the dispute resolution procedure set forth in clause 19 of this Agreement.

28.3   Where a translation of any terms and conditions or part of this Agreement or an Agreed Order is provided by the Supplier, this is provided for guidance purposes only in good faith and the English version is the legally correct and valid version of the relevant terms and conditions or part thereof of this Agreement in the event of any error in translation.

29. Prevention of corruption

29.1   The Parties shall not, and each Party shall ensure that its staff shall not, induce, do or agree to do any other act, failure to act or thing in connection with this Agreement or any Agreed Order, that contravenes any law or requirement of a regulatory authority relating to anti-bribery and corruption or anti-money laundering, including:

   a) The Bribery Act 2010, Companies Act 2006, Fraud Act 2006, Proceeds of Crime Act 2002 and Theft Act 1968;

   b) In the case of a Public Official, any law applicable to the Public Official in their capacity as such; and

   c) The principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions signed in Paris on 17 December 1997, which entered into force in 15 February 1999, and the commentaries to it from time to time.

29.2   If a Party is in breach of this clause 29, the non-defaulting Party shall be empowered to terminate the Agreement and recover from the defaulting Party the amount of any loss resulting from such termination if:

   a) The defaulting Party or any person employed or acting on its behalf shall have offered or given or agreed to give any person any gift or inducement or reward in relation to the obtaining or execution of this Agreement or shall have given any fee or reward, the receipt of which is an offence under the anti-bribery and corruption or anti-money laundering legislation, or any statutory modification or amendment thereto; or

   b) The defaulting Party or any person employed or acting on its shall have committed any breach of any applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption or anti-money laundering legislation, including but not limited to the Bribery Act 2010 or have engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.

30. Modern slavery

30.1   The Supplier shall perform its obligations under this Agreement in compliance with (and shall ensure that its sub-contractors comply with):

   a) The Modern Slavery Act 2015; and

   b) The Re Prevention of Modern Slavery Policy (as amended from time to time) and available upon request.

30.2   The Supplier undertakes warrants and represents that it shall implement appropriate due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.

30.3   The Supplier agrees to notify the Customer and confirm the same promptly in writing immediately upon discovering any breach or potential breach of this clause 30 or any actual or suspected slavery or human trafficking in its supply chains.

31. Freedom of information

31.1 Where the Customer is a public sector customer and is under a duty to comply with the provisions under the Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner ('Regulations'), the Supplier shall assist the Customer, on the basis set out below, in meeting any reasonable requests for information in relation to the Agreement.

31.2 The Customer may, from time to time, serve on the Supplier an information notice requiring the Supplier to furnish to the Customer such information as the Customer may reasonably require relating to such requests for information. For the avoidance of doubt, the Supplier shall not be obliged to retrieve or provide data or information stored and accessible by the Customer on the Software but shall provide information held solely by the Supplier relating to the Agreement.

31.3 The Supplier shall transfer any such request for information as soon as practicable after receipt and in any event within three (3) Working Days of receipt. In no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Customer.

32. Transparency of procurement and contracts

32.1 Where the Customer is a public sector customer the Supplier hereby confirms that it:

a) understands that the Customer is required by the Government to publish details of all spending over £250, including details of contracts and tenders over £250; and

b) agrees that the Customer may therefore publish details (to the extent and in the manner required by the Government) of this Agreement with the Supplier; and

c) will comply with any reasonable request from the Customer in order to assist the Customer in complying with its obligations in respect of this requirement.

Schedule 2

'Service level agreement'

Please contact your relevant Account Manager for copies of the Service Level Agreement.

Schedule 3

'Software use constraints'

The Customer acknowledges that the Software (including any Updates, corrections or upgrades) and /or Products supplied may have embedded some Third Party IPR and the Customer agrees to only use the said Software and Products in compliance with conditions of sub-licence of such Third Party IPR.