

SSENTIF LIMITED
SIB/SPO/SPM* (*DELETE AS APPROPRIATE)
1. FRONT SHEET ("Front Sheet 1")

HOW OUR AGREEMENT WORKS

- This document records the terms of our agreement as Ssentif Limited ("Ssentif") with your business (as defined below under "Customer", also as "You") for the supply to you of the Services, hereafter referred to as the "Agreement".
- It is designed to allow for change to the scope of the Services in the future as required [as well as facilitate the operation of multiple services if needed].
- When both You and Ssentif sign and date this Front Sheet 1, We have a legally binding contract which incorporates Front Sheet 1, Front Sheet 2, Front Sheet 3 and the General Terms that follow (the "Agreement").
- Additional support services can be added in the future and shall be incorporated into this Agreement where this has been indicated a revised version of Front Sheet 2 shall be created and the changes shall be noted and signed and dated by the Parties on this Front Sheet.
- Any subsequent changes made by Us such as this shall be recorded and signed off by Us in the relevant boxes on this Front Sheet and the charging and scope details below.
- When we contact each other in relation to our Agreement we will use the Representatives set out below.

AGREEMENT DETAILS

PO Number	[insert number]
Commencement Date	[insert date]
Supplier	Ssentif Limited (company no. 5057425) whose registered office is at 252a Lidgett Lane, Moortown, Leeds, LS17 6QE
Customer	[insert customer details][email][address]
Minimum Period	[insert details]
Renewal Term:	[insert details]

THE KEY PROVISION

Ssentif agrees to supply the Services set out in this Agreement and the Customer agrees to buy the Services subject to the terms set out in this Our Agreement.

CHANGES TO AGREEMENT IN FUTURE	DATE ADDED

REPRESENTATIVES

Ssentif	[insert name]	[insert email, address and telephone contact details]
Customer	[insert name]	[insert email, address and telephone contact details]

SIGNATURE

We confirm that we have read and agree to the terms of this Agreement.

Signed for and on behalf of Ssentif Limited by:

Signed

Name

Position

Date

Signed for and on behalf of the Customer by:

Signed

Name

Position

Date

THE SERVICES WE WILL SUPPLY

SCOPE DETAILS

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2. SERVICES ("Front Sheet 2")

Services - YES	<div>Number of Authorised Users [re-state employees of Customer / consultants of Customer only – only for Customer business]</div> <div>Any Specific restrictions on use of the System:</div>
ADDITIONAL ELEMENTS ADDED TO OUR AGREEMENT IN FUTURE	DATE ADDED

SERVICE SPECIFICATIONS

Service descriptions of purchased services will be dropped in here.

SPECIFIC SPECIFICATION

"Specific Specification" means the document below detailing any specific time schedule and sequence of events for the performance of the Services and any additional specification agreed in a Change.

[Insert Specific Specification if relevant]

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3. CHARGES ("Front Sheet 3")

CHARGES	
The charges payable by the Customer for the provision of the Services by Ssentif as agreed between the Parties (the "Charges") payable pursuant to clause 5 of the General Terms and Conditions shall for each Service be as indicated in the sections below for that Service.	
CHARGES BY SERVICES TO BE SUPPLIED	CHARGES DETAILS
Services – YES	[e.g. £X due and payable on the commencement date of the Minimum Term and each applicable Renewal Term thereafter.]
Total Periodic Payment per calendar [month/12 months period] (delete as applicable)	
ADDITIONAL ELEMENTS ADDED TO AGREEMENT IN FUTURE	CHANGED CHARGES DETAILS
RATE TABLES FOR ADDITIONAL ELEMENTS	
[insert rate table]	
EXTENSION ARRANGEMENTS (INCLUDING FOR ADDITIONAL USERS]	
[tbc]	

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4. GENERAL TERMS ("GENERAL TERMS")

1. LICENCE

- 1.1 Starting at the Commencement Date and continuing until this agreement terminates (see Clause 7 below), Ssentif hereby grants to You: a personal, non-exclusive, non-transferable, licence (without the right to sublicense) to:
 - 1.1.1 access and use the Software (including User Materials, any updates, enhancements, or modifications by Ssentif) as set out in Front Sheet 2 of this Agreement;
 - 1.1.2 in the environment hosted by Ssentif for your ordinary business purposes only.
- 1.2 In no event shall You:
 - 1.2.1 use the Services to provide data processing services to third parties; and/or
 - 1.2.2 physically or personally possess or control the Software or any related source code or object code; and/or
 - 1.2.3 cause or permit the reverse engineering, disassembly, de-compilation or copying of the Software; and/or
 - 1.2.4 copy wholly or partly the structure, sequence and organisation, the graphical user interface or any other significant original Ssentif content making up the Software,
- 1.3 You acknowledge and agree that applicable export and import laws may govern use of the Software and the Services and You will neither export or re-export, directly or indirectly, the Software or the Services, nor any direct product thereof in violation of such laws, or use the Software or the Services for any purpose prohibited by such laws.
- 1.4 You are prohibited from removing or altering any of the intellectual property rights notice(s) that Ssentif provides with the Services. You must reproduce the unaltered intellectual property rights notice(s) in any full or partial copies that You make of the User Materials.

2. SERVICES

- 2.1 On and from the Commencement Date (and subject to You paying the Charges in accordance with Front Sheet 3), Ssentif shall provide the Services as set out in Front Sheet 2. Ssentif is under no obligation to perform any services other than these.

- 2.2 You acknowledge that, the functionality of the Services may change from time to time but this will result in an equivalent level of service (or better).
- 2.3 You will connect to the Services using the internet. Ssentif will be responsible for providing the URL to enable You to access the Services and for the running of the software application at the date centre. You are responsible for providing your own ISP connection to the internet.
- 2.4 Ssentif shall have no obligation to provide Services to correct a problem caused by your negligence, your equipment malfunction, or other causes beyond the control of Ssentif. Further, Ssentif shall have no obligation to provide Services if You fail to pay the applicable Charges, or are otherwise in breach of this Agreement.

3. OBLIGATIONS OF THE CUSTOMER

- 3.1 You will comply with all laws applicable to the use of the Services;
- 3.2 You undertake to prevent the use of, and not to let any other person use the Services to store, reproduce, transmit, communicate or receive any Offending Material.
- 3.3 Ssentif may monitor and inspect Your use of the Services at any time. If Ssentif finds or is aware or believes that You are in breach of clause 3.2, Ssentif may, but is not obliged to, in consultation with You:
 - 3.3.1 remove the Offending Material; and/or
 - 3.3.2 suspend and/or permanently disable the Services or any part of it; or
 - 3.3.3 terminate this Agreement immediately.
 - 3.3.4 [Ssentif is not responsible, and You acknowledge and accept that Ssentif is not responsible, for any material, data, images or information transmitted, used, communicated, passed over or received, through or on the Services. In particular, Ssentif does not warrant the quality or accuracy of such material, data, images or information and is not liable if they contain any Offending Material.]
 - 3.3.5 Your use of such material, data or information is solely at Your own risk and is subject to all

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applicable laws, regulations, codes of practice and acceptable use policies.

3.4 You agree to reimburse Ssentif for any and all losses, damages, costs and expenses incurred by Ssentif in relation to any claims, demands or actions (in each case whether threatened or actual) made or brought against Ssentif by any third party concerning any Offending Material used by You (including Your Users or any other You related users) with the Services.

3.5 The Customer shall provide the Input Materials at its own cost to Ssentif and any other information that Ssentif may reasonably request within the timescale set out in Front Sheet 2 and ensure that such Input Materials and information are accurate in all material respects

3.6 In the event that Ssentif's provision of the Services or performance of any other of its obligations under this Agreement are prevented or delayed by any act or omission of the Customer or of the Customer's agents, sub-contractors (excluding Ssentif) or employees, Ssentif reserves its rights to require reimbursement of all reasonable losses, costs or charges incurred or sustained by Ssentif (including any direct or indirect consequential losses, loss of profit, loss of reputation, loss of opportunity to deploy resources elsewhere) subject to Ssentif confirming such costs in writing to the Customer.

3.7 The Customer undertakes to Ssentif that all Authorised Users use the Site and the Services in accordance with the Terms of Use and agree to these via a click having read the same. The Customer shall be liable for any unauthorised use of the Site and/or the Services by any Authorised User or third party. For the avoidance of doubt, a breach of the Terms of Use will constitute a material breach for the purposes of this Agreement.

3.8 The Customer is responsible for all activities which occur under the user name and password for each Authorised User. The subscription for each Authorised User is not transferable, assignable or capable of being shared with any third party.

3.9 The Customer will procure that all user names and passwords provided by Ssentif are treated as confidential. Except for Customer personnel who are authorised to know the same, Authorised Users must not disclose or transfer them to any third party. If the Customer becomes or is made aware of any unauthorised use of user names and passwords it will notify Ssentif immediately.

Ssentif shall have the right to make checks from time to time as it considers reasonably necessary for the purposes of monitoring compliance with this clause 3.

4. OBLIGATIONS OF SSENTIF

4.1 Ssentif warrants that it will provide the Services with reasonable skill and care.

4.2 Ssentif shall use reasonable endeavours to:

4.2.1 provide access to the Site and the Service;

4.2.2 make the Site and the Service available between the hours of 9am to 5pm Monday to Friday (excluding Bank Holidays) "Core Service Hours";

4.2.3 ensure the Services are available for at least 95% of the Core Service Hours in any given month;

4.2.4 ensure that any scheduled maintenance to the Service or the Site does not take place within Core Service Hours; and

4.2.5 provide maintenance services in accordance with the provisions of Front Sheet 2.

4.3 Ssentif may suspend access to the Services at any time and without notice in the case of system failure, maintenance or repair for reasons beyond Ssentif's control. Ssentif may also suspend access to the Site and/or the Services at any time to update or modify the Site and/or the Services. Ssentif shall have no liability for any interruption or delay to the Site and/or the Services in these circumstances.

4.4 If Ssentif is prevented from providing the Services due to events beyond its control then it will be relieved from its obligations to provide Services and the Customer will be entitled to a refund for the relevant period.

4.5 Ssentif warrants at least 99% Services availability over any calendar year during Core Service Hours. Should Ssentif fail to achieve 99% availability over one calendar year of the Term (excluding where Ssentif suspends access under clause 4.3 or 4.4 or any other part of this Agreement), You shall have a right to receive a credit equal to 2% of Your subscription fees for the Service for that calendar year, for each 1% by which Ssentif fails to achieve such level, up to 100% of the fees paid in that calendar year. This is Your sole and exclusive remedy for any breach of this Clause 4.5.

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5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Customer acknowledges that it has no rights in or to the Intellectual Property Rights in the Site, Software and Services.
- 5.2 The Intellectual Property Rights contained in the Input Material is and shall remain the exclusive property of the Customer. In consideration of the provision of the Services by Ssentif, the Customer grants to Ssentif a non-exclusive, perpetual, royalty free licence to use the Input Material (in anonymised form) in the course of Ssentif's business, including, without limitation, for the purposes of the Services.
- 5.3 If the Input Material entered by the Customer is inaccurate and as a consequence of this a third party commences legal proceedings, the Customer will be responsible for defending and reimbursing Ssentif for any loss, cost and/or expense incurred as a result of such legal proceedings.
- 5.4 The Customer warrants that use of the Service does not infringe any third party Intellectual Property Rights nor has any third party threatened, or, is currently threatening proceedings in respect of any infringement.

6. BILLING/ PAYMENT TERMS

- 6.1 Charges and payment dates are set out above in Front Sheet 3.
- 6.2 All Charges shall be paid (without any set-off) as set out in Front Sheet 3.
- 6.3 Any Charges Ssentif make are exclusive of Value Added Tax, which Ssentif will add to its invoices at the appropriate rate.
- 6.4 If any sum payable to Ssentif under this Agreement (or any part of it) is not paid by the due date, Ssentif may, without prejudice to any other right or remedy, suspend the provision of the Services until such time as full payment in respect of the sums owing has been made by the Customer.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Commencement Date and continue for the Minimum Period. Thereafter this Agreement shall continue unless or until terminated by either party giving to the other not less than

three months' notice, such notice to expire on the anniversary of the Commencement Date, subject to any earlier termination of this Agreement in accordance with Clause 7.

- 7.2 Ssentif may terminate this Agreement immediately at any time if Ssentif genuinely suspects that You have materially breached this Agreement, or in the event of Your Insolvency.
- 7.3 Upon the expiry or termination of this Agreement for any reason:
- 7.3.1 all rights granted to You under this Agreement, including the right to use the relevant Services will immediately cease;
- 7.3.2 you will immediately make payment of any sums due to Ssentif under this Agreement. Any Charges or other agreed sums that You have paid in advance will not be refunded to You; and
- 7.3.3 you will immediately destroy or return to Ssentif (at Ssentif's option) all copies of any Software then in its possession or control.
- 7.4 Any termination of this Agreement shall
- 7.4.1 be without prejudice to any other rights or remedies Ssentif may have under this Agreement or at law; and
- 7.4.2 not affect the continuance of terms which by their nature survive termination including (without limitation) Clauses 5 (Intellectual Property), 8 (Limitation of Liability) and 9 (Confidentiality)

8. LIMITATION OF LIABILITY

- 8.1 Subject to clause 8.3, the total liability of Ssentif under this Agreement (whatever the basis for the cause of action including, without limitation, under negligence) will not exceed the Charges that You have actually paid to Ssentif under this Agreement in any 12 month period.
- 8.2 Subject to clause 8.3, in no event shall Ssentif be liable for:
- 8.2.1 any indirect or consequential loss or damage;
- 8.2.2 loss or corruption of data;
- 8.2.3 any loss of profits, revenue or anticipated savings; and/or
- 8.2.4 goodwill or similar losses

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whatever the basis for the cause of action (including, without limitation, under negligence) and regardless of whether Ssentif has been advised of the possibility of such losses or damages.

- 8.3 Nothing in this Agreement shall limit or exclude either party's liability for any liability the exclusion or limitation of which is not permitted by English law.

9. CONFIDENTIALITY

- 9.1 Neither party shall disclose the other's Confidential Information to any third party, or make any use of the other party's Confidential Information, except as permitted by, and for the purposes of, this Agreement. For the avoidance of doubt, the commercially sensitive details of this Agreement shall be deemed to be Confidential Information.
- 9.2 Notwithstanding Clause 9.1, Ssentif reserves the right to state in its marketing material that You are a business who has used/uses the Services (including the right to apply your name and logo to its customer list).
- 9.3 The restrictions in clause 9.1 shall not apply to any Confidential Information of a party which is publicly available or becomes publicly available without breach by the other party or which is required to be disclosed by law.

10. GENERAL

- 10.1 Except with respect to the payment of Charges hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control.
- 10.2 The Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes all prior oral and written communications between the parties about its subject matter. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement (including through the use of the Front Sheet 1 change process).
- 10.3 All notices required to be given under this Agreement will be in writing and will be sent to the relevant Representative recipient at the address or electronic mail address set out in Front Sheet 1. Any such notice may be

delivered by first class pre-paid letter or electronic mail and will be deemed to have been received:

- 10.3.1 by first class post - 48 hours after the date of mailing;
- 10.3.2 by electronic mail - on the date of acknowledgement of receipt and reading.
- 10.4 You may not assign or transfer any of Your rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of Ssentif. For purposes of this Agreement, assignment shall include use of the Services for the benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of You, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.
- 10.5 If any part, term, provision or clause of this Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The parties' rights and obligations will be construed as if this Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 10.6 No delay or failure by Ssentif to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them. .
- 10.7 The Agreement and all matters relating to or in connection with it shall be governed by and shall be construed in accordance with the laws of England. You agree to submit to the exclusive jurisdiction of the English Courts to hear any dispute or difference including, without limitation, non-contractual disputes and differences).

11. DEFINED TERMS

Unless the context requires otherwise, the following words in this Agreement shall have the following meanings:

"Authorised User": named individuals authorised to use the Service in accordance with Front Sheet 2. For the avoidance of doubt, Authorised Users will be employees of the Customer or consultants for the Customer who will only be permitted to use the Services in relation to the Customer's business.

"Charges" means the charges as set out in Front Sheet 3 of this Agreement;

"Commencement Date" means the date specified as in Front Sheet 2 of this Agreement;

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"Confidential Information" means information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary.

"Services" means the Software related application services that Ssentif provides to You under this Agreement as described in Front Sheet 2.

"Input Materials" [benchmarking club and performance management only] means any documentation, electronic information and other materials, including without limitation those provided to Ssentif by the Customer as described in Front Sheet 2 to this Agreement;

"Insolvency" means insolvency, or suspension or threatening to suspend payment of debts, or being unable to pay debts as they fall due

"Intellectual Property Rights" means any and all intellectual property rights, including, without limitation, patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights (whether or not capable of registration), and all registrations or applications to register any of the aforesaid items, together with the right to apply for registration of and/or register such rights any and all goodwill relating or attached thereto and all extensions and renewals thereof, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off;

"Minimum Period" means the period of 12 months beginning on the Commencement Date or otherwise the period specified in Front Sheet 1;

"Offending Material" means any material, data, images or information which is: in breach of any law, regulation, code of practice or acceptable use policy; or false, inaccurate, abusive, indecent, defamatory, obscene or menacing or otherwise offensive; or in breach of any Intellectual Property Rights, privacy or any other right of any third party;

"Renewal Term" has the meaning given in clause **Error! Reference source not found.**;

"Site" means the website through which Authorised Users can access the Services provided by Ssentif;

"Services" means the services agreed to be provided as per Front Sheet 2 of this Agreement;

"Software" means all non-COTS software used by Ssentif to provide the Services;

"Term" means the Minimum Period and any Renewal Term, where applicable in accordance with Clause 7;

"Terms of Use" means the terms which govern the use of the Services as set out in this Agreement;

"Us" means both the Customer (You) and Ssentif;

"User Materials" means the user manual or such other documentation supplied by Ssentif to You for the use of the Ssentif Software and the Services;

"We" means both the Customer (You) and Ssentif; and

"You" means the Customer.

Unless the context requires otherwise:

(a) words in the singular shall include the plural and in the plural shall include the singular;

(b) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.