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VISION Software Licence Agreement

VISIONMP Ltd (VISION) has agreed to grant access to the Licensee of the Licensed Programs and to grant to the Licensee a non-exclusive licence to use the same.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Authorised Users

means individuals or entities authorised by the Licensee to access and use the SaaS Services pursuant to this Agreement

Business Day

means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;

Licensee Data

means the data inputted by you, Authorised Users, or VISION on your behalf for the purposes of using the License Programs or facilitating your use of the Licensed Programs

Confidential Information

means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). This shall include, but not be limited to, information contained in the Licensed Programs;

Continuity Event

means any event or circumstance that materially impacts or threatens to impact VISION's ability to continue delivering the SaaS Services, including but not limited to:

- (a) the filing of a petition in bankruptcy or insolvency;
- (b) the appointment of a receiver, administrator, trustee, or similar official;
- (c) cessation or suspension of business operations;
- (d) material operational failure affecting service delivery;
- (e) acquisition, merger, or transfer of control that results in uncertainty or impairment of service continuity; or
- (f) any legal dispute, creditor action, or enforcement action against VISION that may disrupt service delivery or access to Licensee Data.

Data Protection Legislation

means

- 1) Data Protection Act 2018
- 2) UK GDPR



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Email Facility

means helpdesk support in relation to the Licence through email communication only between the Licensee and VISION between 9am to 5pm on a Business Day only for the period specified in Clause 11.1;

Intellectual Property Rights

means

- (a) any and all rights in any copyrights, patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, database rights, know-how, rights in designs and inventions;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights;

Licence

means the licence granted by VISION pursuant to Clause 2.1;

Licence Fee

means the annual fee for the Licence provided under this Agreement being the sum confirmed in writing in the order summary at point of purchase

Licensed Programs

means the computer software programs of VISION specified in Schedule 1 and all releases and versions thereof;

Live Chat

means communication through an instant messaging medium in which the Licensee can communicate with VISION with the intention of seeking assistance in relation to the Licence, which is operational between 9am to 5pm on a Business Day only for the period specified in Clause 11.1;

Maintenance Release

means a release of the Licensed Programs that corrects faults, adds functionality or otherwise amends or upgrades the Licensed Programs or relates to a regulatory requirement, but which does not constitute a New Version;



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New Version

means any new version of the Licensed Programs which from time to time is publicly marketed and offered for purchase by VISION in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

SaaS Services

means the hosted software-as-a-service application(s) provided by VISION under this Agreement, including all associated features, functionalities, APIs, interfaces, support services, maintenance, and hosting components;

Specification

means the specification of the Licensed Programs describing the facilities and functions thereof, as specified in Schedule 2; and

Use the Licensed Programmes

means to read any or all parts of the Licensed Programs from any form of storage media and to run the Licensed Programs;

Your Data

means all data, information, content, records, files, metadata, and materials that the Licensee or its Authorized Users upload to, store in, process through, or otherwise provide in connection with the SaaS Services, including all derivatives, backups, and outputs thereof.

Transition Assistance

means the reasonable cooperation, technical support, data export assistance, documentation, and access required to enable the Licensee to migrate Licensee Data and related configurations to an alternative platform, provider, or internal environment.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "This Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 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.

1.6 References to any gender shall include the other gender.

1.7 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the schedules or appendices, the provision in the body of this licence shall take precedence.

1.8 Words importing persons include firms, companies and corporations and vice versa.



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2. Grant of Licence

- 2.1 Subject to Clause 4.1, VISION grants to the Licensee a non-exclusive licence to Use the Licensed Programs subject to the terms and conditions contained in this Agreement.
- 2.2 The Licensee shall Use the Licensed Programs for processing its own data for its own internal business purposes only.
- 2.3 The Licensee shall not:
 - 2.3.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 - 2.3.2 allow the Licensed Programs to become the subject of any charge, lien or encumbrance; ordeal in any other manner with any or all of its rights and obligations under this Agreement, without the prior written consent of VISION.
- 2.4 The Licence shall not be deemed to extend to any programs or materials of VISION other than the Licensed Programs unless specifically agreed to in writing by VISION.
- 2.5 The Licensee acknowledges that it is licensed to Use the Licensed Programs only in accordance with the express terms of this Agreement and not further or otherwise.
- 2.6 The Licensee shall notify VISION as soon as it becomes aware of any unauthorised use of the Licensed Programs by any person.

3. Licence Term

- 3.1 The Licence shall commence on the date of this Agreement and shall continue for an initial term of twelve (12) calendar months (the "Initial Term"), unless terminated earlier in accordance with Clause 15 or any other relevant provision of this Agreement.
- 3.2 Upon expiry of the Initial Term, the Licensee may renew the Licence for further consecutive twelve (12) calendar month terms (each a "Renewal Term"), subject to the Licensee:
 - a) renewing the Licence in accordance with Clause 15.1; and
 - b) paying the applicable licence fee, which may be increased by VISION by no more than five percent (5%) per annum from the fee payable in the immediately preceding term.

4. Payment

- 4.1 VISION's standard payment term is the Licence Fee shall be paid by the Licensee prior to the Licence being granted and annually prior to any renewal under Clause 15.1, save that VISION may in its sole discretion increase the Licence Fee by up to five percent (5%) on each annual renewal.
- 4.2 At its sole discretion, VISION may agree for the Licence Fee to be paid over a period of 12 months through its Direct Debit facility, GoCardless. Where this is the case, payment will be taken by Direct Debit 10 working days following the invoice date.
- 4.3 The Licence Fee and other charges payable under this Agreement are exclusive of any applicable VAT and other sales tax which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.
- 4.4 Save as to point 4.2, any charges payable by the Licensee under this Agreement in addition to the Licence Fee shall be paid within 30 Business Days after the receipt of VISION's invoice therefor.
- 4.5 VISION shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of NatWest Bank plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 4.6 Without prejudice to any other right or remedies available under this Agreement, if the Customer fails to pay on the due date, VISION may:
 - 4.6.1 re-submit the Direct Debit up to a maximum of 3 attempts against the same invoice;
 - 4.6.2 charge the Customer for any failed Direct Debit charges incurred together with an administration fee of £30+VAT per failed re-submission attempt;
 - 4.6.3 charge interest on the overdue sum at a rate of 4% per annum above the Bank of England base rate, calculated on a daily basis until payment is paid in full, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - 4.6.4 require payment by an alternative method and/or
 - 4.6.5 suspend the Services until all outstanding sums (including reimbursable failed Direct Debit fees and administration fees) are paid in full.

5. Maintenance Releases

VISION may at its sole discretion and at such times as it deems appropriate provide the Licensee with any Maintenance Releases



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generally made available to its licensees. VISION warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Licensed Programs.

6. Restrictions on Copying

The Licensee may not make any copies of the Licensed Programs for any purposes.

7. Restrictions on Alterations

- 7.1 The Parties acknowledge that the Licensed Programs may be modified from time to time by VISION.
- 7.2 The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Licensed Programs in any manner without VISION's prior written consent.

8. Security and Control

The Licensee shall during the continuance of the Licence:

- 8.1 Effect and maintain adequate security measures to safeguard the Licensed Programs from access or use by any unauthorised person; and
- 8.2 Retain the Licensed Programs under the Licensee's effective control.

9. Lessor's Proprietary and Intellectual Property Rights

- 9.1 The Licensed Programs and any and all Intellectual Property Rights of whatever nature which now or in the future subsist in the Licensed Programs are and shall remain the property of VISION.
- 9.2 The Licensee shall notify VISION immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Programs by any person.

10. Intellectual Property Claims and Disputes

- 10.1 VISION shall defend at its own expense any claim brought against the Licensee alleging that the Use of the Licensed Programs infringes the Intellectual Property Rights of a third party (**Intellectual Property Claim**) and VISION shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:
 - 10.1.1 Furnishes VISION with prompt written notice of the Intellectual Property Claim;
 - 10.1.2 Provides VISION with reasonable assistance in respect of the Intellectual Property Claim; and
 - 10.1.3 Gives to VISION the sole authority to defend or settle the Intellectual Property Claim.
- 10.2 If, in VISION's reasonable opinion, the use of the Licensed Programs are or may become the subject of an Intellectual Property Claim then VISION shall either:
 - 10.2.1 Obtain for the Licensee the right to continue using the Licensed Programs which are the subject of the Intellectual Property Claim; or
 - 10.2.2 Replace or, with the written consent of the Licensee, modify the Licensed Programs which are the subject of the Intellectual Property Claim, so they become non-infringing.
- 10.3 If the remedies set out in Clause 10.2 are not in VISION's opinion reasonably available, then the Licensee shall return the Licensed Programs which are the subject of the Intellectual Property Claim and VISION shall refund to the Licensee the corresponding portion of the Licence Fee, as normally depreciated, whereupon this Agreement shall immediately terminate.
- 10.4 VISION shall have no liability for any Intellectual Property Claim resulting from the Use of the Licensed Programs in combination with any equipment or programs not supplied or approved by VISION or any modification of any item of the Licensed Programs by a party other than VISION or its authorised agent.

11. Warranties

- 11.1 VISION warrants that:

- 11.1.1 The Licensed Programs will provide the facilities and functions when properly used for one year following the date of this Agreement; and
 - 11.1.2 VISION shall provide to the Licensee support via Live Chat and the Email Facility, for the purpose of assisting the Licensee's ability to Use the Licensed Program Materials for the duration of this Agreement. On-site training and support is not covered by this Agreement and must be requested separately by the Licensee if required (subject to VISION's agreement).
- 11.2 VISION warrants that in fulfilling its obligations under this Agreement it will attain standards of care and skill commensurate with those currently prevailing in the software industry.
- 11.3 VISION shall ensure that it and its servants, agents and subcontractors take reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote software is generally available are coded or introduced into the Licensed Programs.
- 11.4 If VISION receives written notice from the Licensee after the date of this Agreement of any breach of the said warranties,



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then VISION shall at its own expense and within 30 Business Days after receiving such notice take reasonable measures to remedy the defect or error in question.

- 11.5 When notifying a defect or error the Licensee shall (so far as it is able) provide VISION with a documented example of such defect or error.
- 11.6 The Licensee accepts responsibility for the selection of the Licensed Programs to achieve its intended results and acknowledges that the Licensed Programs have not been developed to meet the individual requirements of the Licensee.
- 11.7 The said warranties above shall be subject to the Licensee complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability set out in Clause 12. In particular, the said warranties shall not apply to the extent that any defect in the Licensed Programs arose or was exacerbated as a result of:
 - 11.7.1 Incorrect use, operation or corruption of the Licensed Programs;
 - 11.7.2 Any unauthorised modification or alteration of the Licensed Programs; or
 - 11.7.3 Use of the Licensed Programs with other software or on equipment with which it is incompatible.
- 11.8 To the extent permitted by applicable law, VISION:
 - 11.8.1 Disclaims all other warranties with respect to the Licensed Programs, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result; and
 - 11.8.2 Makes no warranty that the Licensed Programs are error free or that the use thereof will be uninterrupted, and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of this Agreement.

12. Liability

- 12.1 VISION shall, during the term of this Agreement, maintain employer's liability, third party liability, product liability and professional indemnity insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be a minimum value of £1m and with an insurance company of repute.
- 12.2 VISION does not exclude any liability for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 12.3 Save in respect of claims for death or personal injury arising from VISION's negligence, in no event will VISION be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of VISION whether such damages were reasonably foreseeable or actually foreseen.
- 12.4 Except as provided above in the case of personal injury or death, VISION's maximum liability to the Licensee under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the lesser of:
 - 12.4.1 The sum for which VISION carries comprehensive insurance cover pursuant to Clause 12.1; or
 - 12.4.2 A sum equivalent to the most recent Licence Fee paid to VISION by the Licensee.
- 12.5 The Parties acknowledge and agree that the limitations contained in this Clause 12 are reasonable in the light of all the circumstances.

13. Confidentiality

- 13.1 Both Parties undertake that, except as provided by Clause 13.3 or as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement:
 - 13.1.1 keep confidential all Confidential Information;
 - 13.1.2 not disclose any Confidential Information to any other party;
 - 13.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - 13.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 13.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause 13.
- 13.2 Clauses 13.1.1 through 13.1.5, inclusive, shall remain in full force and effect in perpetuity.
- 13.3 Subject to Clause 13.4, either Party may disclose any Confidential Information to:
 - 13.3.1 any of their sub-contractors, substitutes, or suppliers;
 - 13.3.2 any governmental or other authority or regulatory body; or
 - 13.3.3 any of their employees or officers or those of any party described in Clauses 13.3.1 to 13.3.3;
- 13.4 Disclosure under Clause 13.3 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential



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Information is confidential. Unless the recipient is a body described in Clause 13.3.3 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

- 13.5 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 13.6 When using or disclosing Confidential Information under Clause 13.5, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 13.7 The provisions of this Clause 13 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

14. Suspension of Service

- 14.1 VISION may suspend the Program License without liability if:

- 14.1.1 VISION reasonably believes that the Licensed Programs are being used (or have been or will be used) in breach of this Agreement;
 - 14.1.2 VISION discovers that you are, or affiliated in any manner with, a person who has used similar services abusively in the past;
 - 14.1.3 VISION reasonably believes that the Licensed Programs have been accessed or manipulated by a third party connected to you without your seeking prior consent from VISION;
 - 14.1.4 VISION reasonably believes that the suspension of the Licensed Programs is necessary to protect VISION's network or customers;
 - 14.1.5 a payment of the Fees (including any applicable tax element) due is overdue; or
 - 14.1.6 VISION is required by law or a regulatory or government body to suspend the Licensed Programs.

- 14.2 VISION will give you reasonable advance notice of a suspension and a chance to remedy the grounds on which the suspension is based, if VISION deems it acceptable to do so.
- 14.3 If the suspension was based on your breach of the Agreement, then VISION may continue to charge you the Fees for the Licensed Programs during the suspension and may charge you a reasonable reinstatement fee (at VISION's discretion) upon reinstatement of the Licensed Programs.

15. Term and Termination

- 15.1 The License and this Agreement shall terminate on expiry of the period provided in Clause 3.1 unless the Licensee pays to VISION any licence renewal fee due as determined by VISION, in which case the terms of this Agreement will be renewed for a further calendar year and will be subject to further optional renewal on an annual basis (subject at all times to Clauses 15.2 and 15.3).
- 15.2 VISION may terminate the Licence and this Agreement immediately on giving notice in writing to the Licensee if:
 - 15.2.1 The Licensee commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 10 Business Days after the receipt of a request in writing from VISION to do so, to remedy the breach; or
 - 15.2.2 The Licensee permanently discontinues the use of the Licensed Programs.
- 15.3 Save as expressly provided in Clause 15.1 and Clause 15.2 or elsewhere in this Agreement the Licence and this Agreement may not be terminated.
- 15.4 On termination for any reason:
 - 15.4.1 all rights granted to the Licensee under this Licence shall cease immediately; and
 - 15.4.2 the Licensee shall cease all activities authorised by this Licence.
- 15.5 Upon the termination of the Licence, the Licensee may request in writing, no later than ten days after the effective date of termination, for the delivery to you of the then most recent back-up of Your Data. VISION shall use reasonable commercial endeavours to deliver back to you within 5 days of receipt of such a written request, provided that you have, at the time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by VISION in returning or disposing of Your Data.
- 15.6 VISION Shall have no obligation to comply with such a request unless and until all fees and charges outstanding at or arising from termination (whether or not due as at the date of termination) have been paid in full. Subject to the foregoing, VISION shall use reasonable commercial endeavours to deliver the back-up, in a form and by a method determined by VISION in its discretion within five (5) working days of receipt of the written request.
- 15.7 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is



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expressly or by implication intended to come into or continue in force on or after such termination.

16. Data Protection

The Parties undertake to comply with the provisions of the Data Protection Legislation and any related legislation insofar as the same relates to the provisions and obligations of this Agreement set out in Schedule 3.

17. Continuity of Access in Extreme Scenarios

17.1 Continuity of Access and Data Availability:

VISION shall implement and maintain measures to ensure the Licensee's uninterrupted access to the SaaS Services and all Licensee Data, even in extreme circumstances including, but not limited to, operational failure, insolvency, bankruptcy, acquisition, or legal disputes involving VISION. Such measures shall include:

a) Non-Interruption of SaaS Access:

VISION shall not suspend, restrict, degrade, or otherwise impair the Licensee's access to the SaaS platform or Licensee Data due to any dispute, creditor action, or legal proceeding to which the Licensee is not a party, except where strictly required by applicable law.

b) Continuity Event Transition Assistance:

In the event of a "Continuity Event" (defined as bankruptcy filing, insolvency, cessation of business, material service failure, or appointment of a receiver or administrator), VISION shall provide commercially reasonable cooperation and technical assistance to support the Licensee in exporting, transitioning, and migrating Licensee Data and related configurations to an alternative service or environment. This obligation shall continue for a maximum of 30 days following the Continuity Event, regardless of VISION's operational status.

c) Successor and Assignment Obligations:

VISION shall ensure that any successor, acquirer, assignee, or insolvency administrator is contractually bound to honour the access-continuity and transition-assistance obligations set forth in this Agreement.

d) Licensee Data Export:

VISION shall provide the Licensee with self-service capabilities to export Licensee Data in a widely used, non-proprietary format at any time during the Term, including during service degradation or discontinuation.

17.2 Nothing in clauses 17 and 17.1 limits the Licensee's rights under applicable data protection, insolvency, or contract laws to obtain, control, or transfer its data.

18. General Clauses

18.1 Force Majeure

18.1.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, default or delay by an internet service provider or third-party hosting service provider, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18.1.2 If such circumstances continue for a continuous period of more than 1 calendar month, either Party may terminate this Agreement by written notice to the other Party.

18.2 Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.3 No Agency or Partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

18.4 Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

18.5 Notices

18.5.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.5.2 Notices shall be deemed to have been duly given:

18.5.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business



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hours of the recipient; or

- 18.5.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- 18.5.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 18.5.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

18.6 Successors and Assignees

- 18.6.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees, and references to a Party in this Agreement shall include its successors and permitted assignees.
- 18.6.2 In this Agreement references to a Party include references to a person:
 - 18.6.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that Party's rights under this Agreement (or any interest in those rights); or
 - 18.6.2.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights,

and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that Party. For this purpose, references to a Party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

18.7 Nature of the Agreement

- 18.7.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 18.7.2 Notwithstanding the provisions of Clause 18.7.1, either Party may assign this Agreement to any acquirer of all or of substantially all of that Party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a Party to this Agreement. Any attempted assignment in violation of this Clause will be void and without effect.
- 18.7.3 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 18.7.4 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 18.7.5 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18.8 Counterparts

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

18.9 Time of the Essence

Time shall be of the essence in this Agreement as regards any time, date or period mentioned in this Agreement or subsequently substituted as a time, date or period by agreement in writing between the Parties.

18.10 Costs and Expenses

Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

18.11 Set-off

Where either Party has incurred any liability to the other Party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each Party may set off the amount of such liability against any sum that would otherwise be due to the other Party under this Agreement.

18.12 Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

18.13 Law and Jurisdiction



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- 18.13.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 18.13.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

This Agreement and the date upon which the Licencee is deemed to have accepted the terms and conditions comes into force on the date upon which the Licensee's account is activated.



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SCHEDULE 1
Licensed Programs

VISION consists of 10 Modules that may be purchased independently or as a total package:

1. Accident/Incident Manager
2. COSHH Assessment
3. DSE Assessment
4. E-Learning
5. Equipment Register
6. Forms & Checklists
7. Health & Safety Policy Builder
8. Risk Assessment & Method Statement (RAMS) Builder
9. Team Engagement
10. Training Matrix

SCHEDULE 2

Data Processing Agreement

2. Both parties acknowledge that for the purpose of Data Protection Legislation, in the provision of Licensed Programs in connection with the License (Licensed Programs), the Licensee is the data controller and VISION is the data processor (as defined in the Data Protection Legislation).
3. VISION will process personal data and sensitive personal data (both as defined in the Data Protection Legislation) (together Data) for the purpose and duration of VISION's provision of Services to the Licensee or as otherwise permitted or required by this Agreement or by the Data Protection Legislation.
4. Following the termination of the relevant contract for the delivery of the Services by VISION and the expiry of any relevant limitation period, any period required by law, a regulatory body or recommended by any relevant code of practice, VISION will not retain any copy, abstract, precis or summary of any Data and will destroy its records and documentation accordingly on the expiry of such period.
5. The Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Data to VISION by the Licensee and to enable VISION's lawful processing of the Data under this Agreement. A copy of such consents and notices shall be provided to VISION by the Licensee as soon as reasonably practicable following request by VISION.
6. VISION shall, in relation to any Data processed in connection with the performance by VISION of its obligations under this Agreement:
 - 5.1 process that Data only on the written instructions of the Licensee or as expressly permitted in this Agreement. Where VISION processes Data as permitted or required by Applicable Laws, VISION shall use its reasonable endeavours to notify the Licensee of this unless such Applicable Laws prohibit VISION from so notifying the Licensee;
 - 5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of the technological development and the cost of implementing any measures. Those measures may include, where appropriate:
 - (a) pseudonymising and encrypting Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - (c) ensuring that availability of and access to Data can be restored in a timely manner after an incident; and
 - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
 - 5.3 ensure that all personnel who have access to and/ or process Data are obliged to keep the Data confidential; and
 - 5.4 not transfer any Data outside of the UK unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:
 - (a) the Licensee or VISION have provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) VISION complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Data that is transferred; and
 - (d) VISION complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the Data;



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- 5.5 assist the Licensee (at the Licensee's cost) in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.6 notify the Licensee without undue delay on becoming aware of a Data breach;
- 5.7 at the written direction of the Licensee, delete or return Data and copies thereof to the Licensee on termination of the Agreement unless required by Applicable Laws to store the Data; and
- 5.8 maintain complete and accurate records and information to demonstrate its compliance with its obligations under this Agreement and make such records available to the Licensee (at the Licensee's cost) upon request in a timely manner.
- 6. The Licensee acknowledges and agrees that VISION may engage Microsoft, iHasco Ltd, BambooHR, Human Focus International Ltd, Idea Bubble T/a CourseCo, and C&C Training Ltd to process Data by way of hosting services provided to the Licensee. VISION will notify the Licensee in advance of any change of hosting provider. Any sub-processor appointed by VISION shall be required to comply with its obligations under the Applicable Laws.
- 7. The Licensee agrees that VISION may transfer Data:
 - 7.1 to a third-party purchaser of its business assets on reorganisation, sale or merger of the whole or any part of its business; and
 - 7.2 as reasonably required to obtain legal advice, comply with legal requirements, enforce or apply any agreements and protect the rights, property or safety of VISION, its employees, Licensees, customers and others.
- 8. The Licensee agrees to indemnify and keep indemnified and defend at its own expense VISION against all costs, claims, damages or expenses incurred by VISION or for which VISION may become liable due to any failure by the Licensee or its employees or agents to comply with any of its obligations under this Agreement or with its obligations under Data Protection Legislation.
- 9. The Licensee acknowledges that VISION is reliant on the Licensee for direction as to the extent to which they are entitled to use and process the Data. Consequently, VISION will not be liable for any claim brought by an individual arising from any action or omission by VISION, to the extent that such action or omission resulted directly from the Licensee's instructions and if any such liability arises the Licensee shall indemnify and keep indemnified at its own expense VISION against all costs, claims, damages or expenses incurred by VISION in respect of such claim.