



## Terms and Conditions – Robotic Process Automation (RPA)

G-Cloud 10

Dated: 22 May 2018

## AGREEMENT TO SUPPLY Robotic Solutions

T-IMPACT LIMITED of 99 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY with company number (CRN) 05235429 (**T-Impact**) develops a range of robotic software solutions (**Robotic Solutions**) made available to customers on a pay-per-use basis delivered via the internet (**Subscription**) or installed at customer's premises (**Installation**) together with support services (**Support**) to configure and maintain the chosen Robotic Solutions to an agreed capability.

T-Impact will provide the Robotic Solutions listed in the Order below subject to any specified Money-bank Guarantees, Discounts and Set-up Costs in accordance with the terms of this Agreement.

Customer Name: \_\_\_\_\_ CRN: \_\_\_\_\_

Registered Office: \_\_\_\_\_

### Robotic Solutions: Order to be Populated as Part of Call-Off Contract

Quantity	Part No.	Robotic Solution Description	Subscription Fee	Subscription Start Date	Money-Back Period	Unit Price	Total

1. **Agreement.** This Agreement is created on the date (**Effective Date**) that the last party signs and dates it. This Agreement incorporates any documents or terms expressly referred to within this Agreement including, without limitation, the End User Licence under Clause 6 and terms dealing with service levels and fair usage that are located on T-Impact's website (as varied from time to time). It replaces and prevails over all prior quotations, orders, promotional material and discussions.
2. **Robotic Solutions.** T-Impact will provide the Robotic Solutions listed in the Order (on page 1) on the following terms:
  - a. the costs of creating, setting-up and/or installing (**Set-up Cost**) a Robotic Solution must be paid prior to the commencement of the Robotic Solution and is strictly non-refundable;
  - b. if a discount (Discount) is offered, it is applied only once and is strictly limited to the stated cost;
  - c. if a money-back guarantee (Money-back Guarantee) is offered:
    - the Customer must pay the Subscription Fee for the entire Money-back Period in advance; and
    - if requested by the Customer prior to the end of the Money-back Period, T-Impact will refund the Subscription Fees paid by the Customer (such refund to be given within 30 days of the Money-back Period ending);
  - d. Customers will commence paying the Subscription Fee on the Subscription Start Date and thereafter on the first day of each calendar month;
  - e. T-Impact will commence providing the Robotic Solution on the Subscription Start Date specified above but it shall be treated as automatically postponed to the date that the set-up or Installation is complete and the Robotic Solution is operational (or as agreed by the parties);
  - f. the provisions set out in the Schedule apply to an Installation;
  - g. T-Impact will provide Support in accordance with the service levels set out at [www.t-impact.com/robotics-support-info](http://www.t-impact.com/robotics-support-info) and the Customer should note that certain conditions apply, for instance, travel time and expenses are charged separately and the Customer must provide assistance such as taking steps to enable T-Impact to implement remote support tools; and
  - h. prior to the commencement of the Robotic Solution, the Customer must enter into an End User Licence found at [www.t-impact.com/roboticseula](http://www.t-impact.com/roboticseula).
3. **Payments.** Customers must, unless otherwise agreed, complete a paper, online or telephone direct debit instruction in favour of T-Impact authorising the payment of the Subscription Fee on the Subscription Start Date (pro-rated in the first month if not a full calendar month) and thereafter in full on the first day of each subsequent month. The Customer shall make all payments plus VAT in Pounds Sterling and cleared funds without

deduction or set-off before the relevant due date. These payments are exclusive of any travel, subsistence and other out-of-pocket expenses which will be invoiced as incurred. The Customer agrees to pay all reasonable expenses incurred by T-Impact provided that such expenses are agreed by the Customer in advance in writing and the expenses are properly documented.

4. **Cancellation.** To cancel the Subscription, Customers must email [sales@t-impact.com](mailto:sales@t-impact.com) giving 30 days' notice of intent to cancel the Subscription. A partial month charge may be assessed on a pro-rated basis if Customer terminates the Subscription between billing periods.
5. **Licensing.** In respect of a Robotic Solution where the proprietary rights are vested in T-Impact, only a non-exclusive, non-transferable licence for the purpose for which the Robotic Solution has been made available to the Customer is deemed to be granted by T-Impact and only then on condition that the Customer fulfils its obligations arising out of this Agreement. The licence granted to the Customer is subject to the terms of the ELU in Clause 6, the terms of T-Impact's fair usage policy which can be found at [t-impact.com/robotics-fair-use-policy](http://t-impact.com/robotics-fair-use-policy) and, in the case of an Installation, limited to use on the machine on which the Robotic Solution is installed).
6. **End User Licence.** By signing this Agreement, the Customer warrants to T-Impact that it has entered into a legally binding End User Licence described here: [www.t-impact.com/roboticseula](http://www.t-impact.com/roboticseula) on the Effective Date. Upon request the Customer will provide T-Impact with a copy of the signed End User Licence and evidence of delivery to the counterparty to the End User Licence.
7. **Customer's Obligations.** The Customer shall provide the following free of charge to T-Impact (and if any of the following are not provided to T-Impact, the Customer will pay T-Impact the cost of additional work required from T-Impact to perform this work, such charges will be based on T-Impact's current G-Cloud rates):
  - a. accurate requirements and parameters for the Robotic Solution and a description of what the Robotic Solution should achieve. The Customer is responsible for ensuring these requirements and parameters are clear, concise and unambiguous;
  - b. written confirmation that the Robotic Solution has been fully tested to the Customer's satisfaction, verifying that the Robotic Solution achieves the defined Robotic Solution requirements and this has no adverse effect on the existing Customer data and IT systems;
  - c. access to the Customer's IT systems and network, as required to set-up and test the Robotic Solution. For every IT system accessed by the Robotic Solution, the Customer will provide:
    1. test environment(s) that will operate the same as the live environment, particularly the same screen layouts;
    2. user accounts, access rights and an appropriate test environment(s) or platform to enable T-Impact to test run any Robotic Solution; and
    3. adequate test data, which is accessible to the Robotic Solution during testing,

4. remote support facilities and access to its IT systems and network, as required to support the Robotic Solution;
  5. usage of machine time, communications, stationery, media, suitable working accommodation and office access; and
  - d. agreement to T-Impact's Robotic Solution password management procedure for managing changes to the Customer's network and IT system passwords (due to T-Impact not recommending hard coding these in the Robotic Solution). If T-Impact's Robotic Solution password management procedure is not approved by the Customer, the Customer will provide another procedure, which must be agreed by T-Impact and any T-Impact labour, materials or expenses will be charged to the Customer.
- 8. No Modification.** No part of any Robotic Solution may be modified, changed or removed without the prior written permission of T-Impact and if the Customer does so in breach of this restriction the Customer bears all liability, risk and cost and shall on demand immediately indemnify T-Impact in relation thereto.
- 9. Performance.** T-Impact shall use its reasonable endeavours to perform its obligations under this Agreement on the agreed dates. Failure by T-Impact to do so does not entitle the Customer to repudiate or rescind this Agreement or withhold payment unless T-Impact confirms that it is unable to perform its obligations under this Agreement.
- 10. Availability of the Robotic Solution as a hosted service.** If T-Impact makes Robotic Solutions available to the Customer as a service via the internet it shall use reasonable endeavours to maintain availability but does not guarantee 100% availability. Accordingly, any downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- a. a fault or failure of the internet or any public telecommunications network;
  - b. a fault or failure of the Customer's IT systems or networks;
  - c. any breach by the Customer of this Agreement in particular, Clause 7 (Customer Obligations);
  - d. any act beyond the control of T-Impact; or
  - e. scheduled or unscheduled maintenance or improvement to the Robotic Solution
- 11. No harm to Robotic Solution.** The Customer must not use a Robotic Solution in any way that causes, or may cause, damage to the Robotic Solution or impairment of the availability or accessibility of the Robotic Solution.
- 12. Illegality.** The Customer must not use the Robotic Solution:
- a. in any way that is unlawful, illegal, fraudulent or harmful; or
  - b. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 13. No access to code.** For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Robotic Solution.

- 14. Suspension of service** T-Impact may suspend the provision of the Robotic Solution if any amount due to be paid by the Customer to T-Impact under this Agreement is overdue.
- 15. No sub-licence.** The Customer must not sub-license its right to access and use the Robotic Solution or permit any unauthorised person to access or use the Robotic Solution. T-Impact may (without limiting its other rights) terminate or suspend any Robotic Solution or licence granted pursuant to this Agreement without liability to T-Impact if the Customer breaches any term in this Agreement.
- 16. Loss of content.** The Customer acknowledges that the Robotic Solution interacts with content and data owned or used by the Customer (**Customer Content**) and further acknowledges that the Customer remains solely responsible for the security, archiving and recovery of the Customer Content. The Customer accepts that there is a risk of Customer Data being lost if the Customer fails to provide fulfil their obligations, as outlined in Clause 7(a)(b) and (c)(i)-(iv)(inclusive). This includes both activities and resources. T-Impact shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content to the extent that it relates to the Customer's failure to comply with such obligations or may have been avoided if the Customer had complied with such obligations.
- 17. Interest.** T-Impact may charge interest at the rate 4% above the base rate of the Bank of England, after as well as before judgement, on any amount due from the Customer to T-Impact from the due date until payment is received.
- 18. Taxes.** In the case of supply to a Customer outside the UK the Customer shall be responsible for all transport costs, import levies, customs duties or other similar taxes of whatever nature.
- 19. Sub-contractors.** T-Impact may sub-contract any of its obligations to sub-contractors and performance by sub-contractors shall be deemed to be performance by T-Impact.
- 20. Proprietary Rights.** Copyright and all other intellectual property and other proprietary rights in the Robotic Solution and any documentation supplied in respect of the Robotic Solution remain vested in T-Impact or, for third party any items provided by third party suppliers, in the third party supplier.
- 21. No warranty.** T-Impact gives no warranty to the Customer in respect of a Robotic Solution and all implied warranties are excluded to the fullest extent permitted by law.
- 22. Liability.** Save for T-Impact's liability for death or injury resulting from its own negligence T-Impact's entire liability in respect of any claim under or pursuant to this Agreement shall be limited to the value of this Agreement. T-Impact shall not be liable to the Customer for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or T-Impact had been advised of the possibility of the Customer incurring the same. The Customer will afford T-Impact not less than 30 days in which to remedy any breach by T-Impact of this Agreement.
- 23. Right to buy.** If a Customer wishes to cancel a Subscription for a Robotic Solution:

- a. all Support shall cease, and T-Impact shall have no further or ongoing liability or obligation to maintain or support the Robotic Solution and the Customer shall assume all responsibility and liability in relation to such Robotic Solution.
- b. the Customer may acquire a perpetual licence from T-Impact to use the Robotic Solution for
  - prior to the first anniversary of the Subscription Start Date, the purchase price is £30,000 minus Subscription Fees paid; or
  - on or after the first anniversary of the Subscription Start Date, the purchase price is £2,500,
- c. If T-Impact is hosting Robotic processes, the Customer will pay T-Impact £1,998 per Robotic processes, to migrate from our hosted service onto customer premises, if required.

provided that, in each case, the Customer additionally pays or reimburses T-Impact for the annual license costs of the UI Path licenses and any hosting service costs as required by T-Impact.

24. **Fee increase.** T-Impact shall be entitled to increase the Subscription Fees (and/or any fees or costs payable under Clause 18 (**Right to Buy**)) upon giving 30 days' prior notice to the Customer and accordingly the "Robotic Solutions: Order" on page 1 of this Agreement shall be deemed to have been amended accordingly.
25. **Term.** This agreement shall commence on the date of this Agreement and shall continue for a period of one (1) month (or, if a Money-back Guarantee is given, three (3) months) after the Subscription Start Date (unless otherwise agreed in writing by the parties) and, thereafter, this Agreement shall renew automatically for consecutive periods of one (1) month on the day that each Subscription Fee is paid, until either party notifies the other party of termination, by email to [sales@t-impact.com](mailto:sales@t-impact.com), in which case this Agreement shall terminate one (1) month after the payment of the last Subscription Fee (or such shorter period in accordance with a pro-rated payment agreed under Clause 4).
26. **Confidentiality.** Neither party shall reveal the contents of this Agreement or any information identified by the other party as being of a confidential nature.
27. **Publicity.** Either party may make public announcements concerning the Robotic Solution and this Agreement without the prior written consent of the other party. Neither party will unreasonably refuse to support promotion of the Robotic Solution, either in writing or by video.
28. **Miscellaneous.** (i) **No waiver:** The rights and remedies of either party shall not be waived by the granting of any indulgence, forbearance or extension of time by the other party. (ii) **Severability:** If any part of this Agreement void or unenforceable the same shall be deemed omitted and the remaining provisions of the Agreement unaffected. (iii) **No variation.** No variation of this Agreement shall be of any effect unless made in writing and signed by both parties. (iv) **Force Majeure:** In the event either party is prevented from fulfilling its

obligations (except for payment) by reason of any supervening event beyond its control that party shall not be deemed to be in breach of its obligations for 3 months and, if continuing, this Agreement will automatically terminate unless agreed in writing. **(v) No Solicitation:** Neither party may solicit or entice away from the other any employee who has worked under the Agreement **(vi) No assignment.** T-Impact may, whereas the Customer may not, assign the benefit or burden of this Agreement in any way.

**29. Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning it or its interpretation shall be adjudicated in that jurisdiction.

BY: T-IMPACT	BY: THE CUSTOMER:
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:



## SCHEDULE

### Installation of Robotic Solution

- 1) For the purpose of this Schedule, the following additional defined terms apply:

**Customer Network:** the Customer's computers, servers, operating systems, software and equipment.

**Ready for Service:** installed, tested and having passed or deemed to have passed the Acceptance Tests.

**Site:** the location at which Robotic Solution is to be used as agreed in the Robotic Solution Technical Specification.

**Robotic Solution Technical Specification:** the specification of the Robotic Solution and the implementation plan for the Robotic Solution as agreed between T-Impact and the Customer.

- 2) In relation to all Installations of a Robotic Solution:

- a. T-Impact shall develop and install the Robotic Solution in accordance with the requirements of the Robotic Solution Technical Specification.
- b. T-Impact agrees:
  - i. to install the Robotic Solution at the Site;
  - ii. to carry out, in conjunction with the Customer, any acceptance tests agreed in the Robotic Solution Technical Specification; and
  - iii. to use reasonable endeavours to provide the Robotic Solution Ready for Service by the Subscription Start Date.

- 3) The Customer shall, at its own expense, prepare the Site in accordance with the information provided by T-Impact in advance of the Subscription Start Date. The Customer Obligations will be extended to include:

- a. provision of an environment capable of receiving the Robotic Solution. This includes facilities to support remote access for configuration and support.
- b. ensuring that the Customer Network is installed and is in working order and available to T-Impact to the standard required in the Robotic Solution Technical Specification.
- c. Access rights and relevant permissions to install the robot on the client's environment.

- 4) T-Impact shall carry out the acceptance tests (if any required) after installation of the Robotic Solution in accordance with the Robotic Solution Technical Specification.

- 5) Acceptance of the Robotic Solution shall be deemed to have occurred on whichever is the earliest of:

- a. the signing by the Customer of an acceptance certificate for the Robotic Solution; and
- b. the use of Robotic Solution by the Customer in the normal course of its business.

- 6) T-Impact makes no representation or warranty that the Robotic Solution is suitable or compatible for use in the Customer's business environment or on the Customer's Network or that it will produce results which will be usable in the course of the Customer's business.
- 7) The Customer acknowledges that use of the Robotic Solution may lead to data loss or other damage to the Customer's Network or the data held thereon.
- 8) It is acknowledged by the Customer that as the Robotic Solution undergoes development, testing and installation at the Site, the Robotic Solution is not a finished product and as such may contain defects. After installation is complete, the Robotic Solution is provided on an "as is" basis and may continue to contain defects.
- 9) The Customer acknowledges that its use of the Robotic Solution within the Customer Network is at its own risk.
- 10) T-Impact shall not be liable for any direct, indirect, consequential or incidental loss or damage of any kind resulting from or relating to the Robotic Solution or its use, to the Customer Network or otherwise.
- 11) All intellectual property rights in the Robotic Solution are, and shall remain, the property of T-Impact, and T-Impact reserves the right to grant a licence to use Robotic Solution to any other party or parties.
- 12) The Customer shall not, without the prior written consent of T-Impact, use the Robotic Solution in any location except the Site.
- 13) The Customer shall not make any copies of the Robotic Solution or installation media without the prior written consent of T-Impact.
- 14) The Customer's licence to use the Robotic Solution shall not be deemed to extend to any other Robotic Solution, programs or materials of T-Impact other than the Robotic Solution unless specifically agreed to in writing by T-Impact. The Customer acknowledges that it is licensed to use the Robotic Solution only in accordance with the terms and conditions of this Agreement and not further or otherwise.
- 15) The Customer's license to use the Robotic Solution is limited to the machine where the Robotic Solution is installed. If the Customer wishes to install the Robotic Solution on another machine, the following additional charges will be incurred and the T-Impact may vary the terms of the licence granted to the Customer:
  - a. the charges for installing Delores or Hector Robotic Solutions on another machine will equal one month's subscription fees; and
  - b. the charges for installing Sarah Robotic Solution (Supervisor) on another machine will be provided upon request but will not exceed 12 months' subscription.
- 16) The Customer shall not at any time do or permit any act which may affect T-Impact's rights, title or interest in the Robotic Solution.