



## Acentria IT Terms & Conditions

This Agreement and any documents referred to in it (this "Agreement") contains the terms and conditions that govern Your access to and Use of the Services (as defined below) and is an agreement between Acentria IT Ltd (company number: 7956994) whose registered office is at AGNON KELVIN HOUSE KELVIN WAY CRAWLEY WEST SUSSEX RH10 9WE ("Acentria IT", "We," "Us," and "Our") and You or the entity You represent ("You" and "Your").

### 1. Definitions and Interpretation

"Service Credits" means the sums attributable to Our failure to deliver any part of the Services in accordance with the service levels, as specified in the applicable Service Definition.

"Service Definitions" means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services, and the applicable service levels offered in respect of such services, as set out in the Digital Marketplace.

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Aggregate Usage Data" means Usage Data that is incapable, either independently or if combined with other data accessible by Us or third parties, of personally identifying any particular Authorised User or group of Authorised Users;

"Authorised Users" mean Your employees, agents and independent contractors who You authorise to Use the Services.

"Call Off Contract" means the G-Cloud Call Off terms and conditions and Order Form set out at Schedule 2 of the G-Cloud 10 Framework Agreement, and incorporates this Agreement, applicable Service Definitions, the Systems Interconnect Security Policy and any other referred document.

"Content" means software, data, documents, text, video, audio or other content.

"Digital Marketplace" means the UK government maintained online catalogue of G-Cloud services.

"Emergency Maintenance" means any emergency maintenance of any of the infrastructure



relating to the Services.

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G-Cloud 10 Framework Agreement means the framework agreement between Us and the Minister of the Cabinet Office under which We are authorised to provide certain cloud services.

"Order Form" has the meaning given in G-Cloud 10 Schedule 6 "Interpretations and Definitions".

"Mandatory Terms and Conditions" means Your terms and conditions which are mandatory to any commercial agreement

"N3" means the Health and Social Care Network

"Parties" means You and Us collectively, each being a "Party".

"Planned Maintenance" means any pre-planned maintenance of any of the infrastructure relating to the Services.

"Services" means the services made available by Us (including those described in the Service Definitions), any associated application program interfaces, the Acentria IT Content, any Websites made available by Us, and any other product or service provided by Us under this Agreement, excluding any Third Party Content.

"Systems Interconnect Security Policy" is the formal top level security document that identifies which aspects of security are within the remit of Our security officer, and those that are in the remit of Your security officer. All parties will adhere to Skyscape's "Systems Interconnect Security Policy" copies available upon request.

"Acentria IT Content" means any Content We (or Our sub-contractors) make available to You in connection with the Services.

"Third Party Content" means Content made available to You by any third party in conjunction with the Services.

"Usage Data" means any and all information and/or data associated with or collected from each Authorised User, if any, which is received, stored, or processed by Us in connection with the Services and includes aggregate information, Usage and traffic data, IP addresses, transactional or financial information, account or User names, passwords, registration information, email



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addresses, mailing addresses, phone numbers or any other forms of personally identifiable information.

"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); steal or redirect data in bad faith or attempt to do the same; or adversely affect the User experience, including worms, malware, Trojan Horses, viruses and other similar things or devices.

"Your Content" means Content that You or any Authorised User run on, cause to interface with, or upload to, the Services, under Your account.

## 2. Use of the Services

2.1 We grant You a non-exclusive, non-sub-licensable, non-transferrable, revocable licence during the term of this Agreement to:

- (a) Access and Use the Services You've ordered solely in accordance with this Agreement; and
  - (b) Copy and Use the Acentria IT Content solely to the extent reasonably required for Your permitted use of the Services.
- (a) You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully Use, process and transfer such personal data in accordance with this Agreement on Your behalf;

2.2 You may access and Use the Services You have ordered in accordance with this Agreement, and We will provide such Services in accordance with the applicable Service Definitions.

2.3 We will obtain sufficient rights to third party software to perform the services, and grant You a non exclusive, revocable license to use third party software included in the services solely to the extent necessary to receive and use the services during the term of the agreement.



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2.4 The Services shall be supplied in conformity with the Service Definitions and entries set out in the Digital Marketplace.

(b) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(c) We shall process the personal data only in accordance with the terms of this Agreement, the DPA and any lawful instructions reasonably given by You from time to time; and

(d) Each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

2.5 You will be responsible for any Third Party License costs which are not included in the relevant Service Definition.

2.6 Additional ad-hoc and irregular services may be agreed between the Parties. If required these services will be provided by Us according to the terms of this Agreement.

2.7 You will comply with all laws, rules, and regulations applicable to Your Use of the Services, including those specified in the Service Definitions and in the Systems Interconnect Security Policy.

2.8 The rights provided by Us under this Agreement are granted to You only, and shall not be considered granted to any agent or subsidiary unless agreed by Us in writing.

### 3. Your Content and Data

3.1 For the purposes of this clause 3, the terms "data controller", "data processor", "personal data", and "processing" shall have the meanings given in the Data Protection Act 1998 ("DPA"). References to Your personal data include the personal data of the Authorised Users.

3.2 You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.



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3.3 We shall not be responsible for backing up Your Content unless this is either a feature included as part of the Service or where it is not, You have explicitly identified this as a requirement either via the order form or by raising a support ticket with Us and this having been accepted. Where backup is chosen, We shall follow Our backup procedures for Your Content as set out in such Service Definition

3.4 Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:

(a) To provide You with Services that You request and to fulfil Our contractual obligations to You; and

(b) To notify You about changes to Our Services.

(c) We shall process the personal data only in accordance with the terms of this Agreement, the DPA and any lawful instructions reasonably given by You from time to time; and

(d) Each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal

3.5 We shall collect and store Usage Data. Subject to Our right to Use Aggregate Usage Data, We shall have no right to Use any Usage Data except for the purposes of complying with Our obligations under this Agreement.

3.6 You hereby grant Us a non-exclusive royalty free, perpetual, worldwide licence to Use, copy and distribute the Aggregate Usage Data for the purposes of improving the operation of Our services, performing statistical analysis, and marketing and promoting Our services, subject always to Our compliance with applicable legislation in the collection and Use of such Aggregate Usage Data.

3.7 We may collect, store and Use Your personal data for the following purposes:



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(a) To provide You with Services that You request and to fulfil Our contractual obligations to You; and

(b) To notify You about changes to Our Services.

3.8 You have the following rights:

(c) The right to ask Us to provide You with copies of personal data that We hold about You at any time;

(d) The right to ask Us to update and correct any out-of-date or incorrect personal data that We hold about You free of charge; and

(e) The right to opt out of any marketing communications that We may send You.

### 4. Authorised Users

In relation to the Authorised Users, You undertake that:

4.1 Each Authorised User shall keep a strong and secure password for his or her Use of the Services, which shall be kept confidential.

4.2 You shall Use all reasonable endeavours to prevent any unauthorised access to, or Use of, the Services and comply with the Skyscape Interconnect Security Policy. In the event of any such unauthorised access or Use, promptly notify Us by email to [security@acentria-it.com](mailto:security@acentria-it.com)

4.3 You are responsible for all activities that occur under Your account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of this Agreement, We are not responsible for unauthorised access to Your account. You will ensure that all Authorised Users comply with Your obligations under this Agreement. If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.



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### 5. Your Obligations

You shall:

5.1 Not access, store, distribute or transmit any Viruses, or any material during the course of Your Use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and We reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of this clause.

5.2 Not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement.

5.3 Provide Us with all necessary co-operation in relation to this Agreement and all necessary access to such information as We may require in order to render the Services, including but not limited to, security access information and configuration services.

5.4 Be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

### 6. Payment

6.1 You will pay us the applicable fees and charges for Use of the Services as described in the Service Descriptions without setoff or counterclaim, and without any deduction or withholding. All fees and charges shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax.

6.2 We calculate and bill Our fees for the Services on a monthly basis (as agreed pursuant to an Order Form), and You will pay Our invoices for such fees within 30 days after the date of such



invoices. We may also require payment on different terms for ad hoc services or

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irregular purchases, in which case We shall inform You prior to Your agreeing to receive these services/purchases.

6.3 Interest shall be payable on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time), at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4 All sums payable to Us under this agreement will become due immediately upon termination of the Agreement.

## 7. Suspension

7.1 We may suspend Your or any Authorised User's right to access or Use all or any part of the Services immediately upon notice to You if We determine that:

7.2 If We suspend Your right to Use or access all or part of the Services:

7.3 Nothing in this Agreement excludes Our liability for:

- (a) Death or personal injury caused by Our negligence; or
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other act or omission, liability for which may not be limited under applicable law.

## 8. Term and Termination

8.1 This Agreement will commence in accordance with the Commencement date of the Call Off Contract (the "Effective Date"), and shall remain in force for the term of the Call Off Contract until terminated by You or Us in accordance with this clause

8.2 You may terminate this Agreement for convenience by providing Us with not less than 30



days' advance notice in writing.

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8.3 On termination of this Agreement for any reason:

- (a) All rights granted to You under this Agreement shall immediately terminate;
- (b) You will immediately return or (at Our request) destroy all Acentria IT Content in Your possession;
- (c) You are responsible for removing all Content by 23:59:59 on the Effective Date of termination. If Content is not removed by this time We reserve the right to charge for any Content not removed, and may destroy or otherwise securely dispose of any of Your Content in Our possession unless We have agreed in a relevant Service Definition to back-up Your Content, in which case You may retrieve Your Content in accordance with the provisions of such Service Definition;
- (d) The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 1 (Definitions), 3 (Your Content and Data), 6 (Payment), 8 (Term and Termination), 9 (Intellectual Property Rights), 10 (Indemnity), and 11 (Non Solicitation of Staff) shall not be affected or prejudiced.

## 9. Intellectual Property Rights

9.1 As between You and Us, You own all right, title, and interest in and to Your Content. Save as expressly provided in this Agreement, We shall obtain no rights from You or Your licensors to Your Content. You hereby consent to Us and Our sub-contractors Using Your Content to provide the Services.

9.2 You represent and warrant to Us that You or Your licensors own all right, title, and interest in and to Your Content, and that You have all rights in Your Content necessary to grant the rights contemplated by this Agreement.

9.3 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether



registered or unregistered), or any other rights or licences in respect of the Services.

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9.4 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Acentria IT Content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Acentria IT Content.

## 10. Indemnities

10.1 You shall, at all times during and after the term of this Agreement, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from or in connection with:

- (a) Your breach of this Agreement or violation of applicable law by You or any Authorised User;
- (b) Your or any Authorised Users' Use of the Services (including any activities under Your Acentria IT account and Use by Your personnel); or
- (c) Your Content or the combination of Your Content with other applications or content,
- (d) Including any claim involving alleged infringement of third-party rights by Your Content or Use thereof.

10.2 We shall notify You of any such third-party claim, allow You to conduct all negotiations and proceedings and provide You with such reasonable assistance as is required by You (at Your cost), and not, without prior consultation with You, make any admission relating to such claim or attempt to settle it, provided that You consider and defend the claim diligently, Using competent counsel and in such a way as not to bring Our reputation into disrepute.

10.3 We shall indemnify You in accordance with Clauses CO- 4.9 and CO-13.6 of the Call Off Contract.



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### 11 Non Solicitation of Staff

11.1 For the duration of this Agreement and for a period of one (1) year after the termination of this Agreement, both Parties agree that they will not solicit for hire, or hire, advise, or assist others with the opportunity to do the same, any employee of any other Party,

### Appendix A - N3 Standards

[to be used only when Services are being carried over the N3 network]

1. To connect to Health & Social Care ICT Network ("N3") via Us You will be required to fully adhere to the following requirements:

- a) To understand that We will only facilitate connections to the N3 network for those customers with which We have an existing direct contractual relationship, and subject to all other conditions contained within this Appendix A;
- (b) To understand that We will only facilitate connections to the N3 network from customer sites which are physically located within England. Connections to locations within Scotland, Wales, Northern Ireland, the Isle of Man, and Channel Islands or outside the UK will automatically be rejected;
- (c) To agree that any data made available over the N3 connection cannot be viewed, processed or stored in any location outside of England. In addition, information shall not be introduced into the N3 network from any location outside of England, nor shall the N3 network be used to transmit any information outside of England;
- (d) To submit a completed and signed Information Assurance Governance Statement prior to the enablement of each service, and at the annual renewal of that service thereafter;
- (e) To understand that failure to continually and fully comply with the Information Assurance



Governance Statement with respect to each NHS consuming organisation will result in the prompt removal of N3 connectivity from that organisation;

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s(f) To submit a valid business justification (including physical site locations, network traffic flows, access requirements, encryption approach etc) to Us prior to the initial enablement of each service, and at the annual renewal date of that service thereafter. Such justification shall only provide access to services/sites which are essential to the requirements of each specific NHS consuming organisation;

(g) To submit a supporting statement from a recognised NHS consuming organisation, that outlines the sponsorship for Your connection to the N3 network. This document should be dated within the last 90 days, and its validity will be checked by Us;

(h) To immediately notify Our Head of Compliance should the business justification for any individual NHS organisation change in any way or no longer be valid;

(i) To immediately notify Our Head of Compliance if the NHS organisation which sponsored each N3 connection ceases to be associated with You;

(j) To immediately notify Us by telephone and email of any actual or suspected incidents or security breaches which have or could impact upon the full, correct and secure operation of the N3 network;

(k) To fully comply with all Our activities (including investigations) which are associated with a reported incident or security breach;

(l) To understand that as an aggregator to the N3 service, We reserve the right to verify and/or audit the Your submission and supporting evidence, which may be undertaken remotely or on Your and/or

NHS organisation's site. You agree to fully comply and co-operate with this activity, which will be subject to an appropriate NDA and undertaken on mutually acceptable dates;

(m) To promptly act upon renewal notifications received by Us for each connection, which include



the re-submission of the IGT Toolkit, and re-affirmation of both the individual business need and confirmation from the applicable NHS sponsoring organisation;

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(n) To understand that failure to satisfactorily complete the re-submission in advance of the stated deadlines will result in the prompt removal of N3 connectivity from You;

(o) To agree that any penalties imposed upon Us as a result of misuse of the Health & Social Care ICT Network under its control which can be attributed to You will be passed onto You for payment.

2 We will:

(a) Ensure that You deliver N3 connectivity to each NHS organisation strictly in accordance with the submitted business justification for that NHS organisation. Any request to vary that business justification shall be treated as a new application;

(e) Ensure that any information which You transmit or receive across the N3 connection is appropriately encrypted, both at rest (before and after transiting the N3 network) and in flight (whilst transiting the N3 network).

## Appendix B Microsoft Licensing

[to be used only when You obtain Microsoft software services directly from Us]

1. You shall not remove, alter, cover or obscure any trademarks, trade names, service marks, logos or brands, copyright notices, patent numbers or any other statements or symbols of ownership from software, or do so in respect of any media supplied to You by Us on which any software is loaded.

2. You shall not copy, alter, modify, adapt, translate, create derivative works of, distribute, rent, lease, sublicense, transmit, sell all or part of the software or do so in respect of any media on which the software is loaded.



3. To the extent permitted by applicable law, We make no representations or express or implied warranties in relation to the software services, and disclaim all express or implied warranties, including without limitation:

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- (a) Any implied warranties of merchantability, and fitness of the software services for a particular purpose;
- (b) Any liability on the part of Microsoft, or its suppliers, for any direct, indirect or consequential damage arising from the software services

4. We, or a third party on Our behalf, will provide technical support for the software services. Microsoft will not provide direct support to You.

5. You agree that We may be obliged to pass limited details about You to Microsoft in the event that Your software service consumption exceeds the £GB Sterling equivalent of US\$1000 per month, or if Microsoft undertakes an audit of software service consumption

6. In the event that You have failed to pay for the correct number of end users, or other necessary software licenses, You will promptly obtain the correct amount, and hold Us harmless against any consequential liabilities.

7. You agree that the software services are not fault tolerant and are not guaranteed to be error free or to operate uninterrupted. No rights are granted to You to use the software services in any application or situation where failure of the software services could lead to death or serious injury of any person, or to severe physical or environmental damage ("High Risk Use").

8. You agree that Microsoft is an intended third party beneficiary of this Agreement and that Microsoft holds the right to enforce this Appendix B, and to verify Your compliance with this Appendix B.



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### APPENDIX C

[these clauses are to be used only for the purposes of free trials of the Services]

Acentria IT Customer Agreement for free trial of Acentria IT Services

This Acentria IT Customer Agreement and any documents referred to in it (this "Agreement") contains the terms and conditions that govern Your access to and Use of the Services (as defined below) and is an agreement between Acentria IT Ltd (company number: 7956994) whose registered office is at AGNON KELVIN HOUSE KELVIN WAY CRAWLEY WEST SUSSEX RH10 9WE ("Acentria IT", "We," "Us," and "Our") and You or the entity You represent ("You" and "Your").

### 1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Authorised Users" mean Your employees, agents and independent contractors who You authorise to Use the Services.

"Content" means software, data, documents, text, video, audio or other content.

"Free Trial" means Your ability to access Our services from the date that the free trial is set up, for a fixed duration as described on the relevant Service Definition.

"Parties" means You and Us collectively, each being a "Party".

"Services" means the services made available by Us and any other product or service provided by Us



under this Agreement, excluding any Third Party Content.

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"Service Definition" means the documents setting out the descriptions of the applicable Services, any terms and conditions specific to such Services, and the applicable service levels offered in respect of such services

"Virus" means anything or device (including any software, code, file or programme) which may:

prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); steal or redirect data in bad faith or attempt to do the same; or adversely affect the User experience, including worms, malware, TrojanHorses, viruses and other similar things or devices.

"Your Content" means Content that You or any Authorised User run on, cause to interface with, or upload to, the Services, under Your account.

## 2. Use of the Services

2.1 We grant You a non-exclusive, non-transferrable, revocable licence during the term of this Agreement to:

- (a) Access and Use the Services You've ordered solely in accordance with this Agreement; and
- (c) Copy and Use the Acentria IT Content solely to the extent reasonably required for Your permitted Use of the Services.

2.2 Free Trials are only available to new Acentria IT customers, and will be limited to one per organisation, unless otherwise agreed with Us.

2.3 You may participate in the Free Trial for the duration described in the Service Definition from



the effective date of this agreement. Unused usage amounts cannot be rolled forward to any other Agreement.

2.4 Service Levels and Service Credits do not apply to Free Trials. Any issues will be communicated

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by Us to You using reasonable endeavours.

2.5 All Free Trials are provided as described in the relevant Service Definition.

2.6 You will be responsible for any Third Party License costs which are not included in the relevant Service Definition.

### 3. Your Content and Data

3.1 For the purposes of this clause 3, the terms "data controller", "data processor", "personal data", and "processing" shall have the meanings given in the Data Protection Act 1998 ("DPA"). References to Your personal data include the personal data of the Authorised Users.

3.2 You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.

3.3 Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:

3.4 Where We process any personal data on Your behalf when performing Our obligations under this Agreement, You shall be the data controller and We shall be a data processor and:

- (a) We shall process the personal data only in accordance with the terms of this Agreement, the DPA and any lawful instructions reasonably given by You from time to time; and
- (c) Each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

### 4. Authorised Users

In relation to the Authorised Users, You undertake that:



4.1 In relation to the Authorised Users, You undertake that each Authorised User shall keep a strong and secure password for his Use of the Services, which shall be kept confidential.

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4.2 You shall Use all reasonable endeavours to prevent any unauthorised access to, or Use of, the Services and comply with the Skyscape Interconnect Security Policy. In the event of any such unauthorised access or Use, promptly notify Us by email to [security@acentria-it.com](mailto:security@acentria-it.com)

4.3 You are responsible for all activities that occur under Your account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of this Agreement, We are not responsible for unauthorised access to Your account. You will ensure that all Authorised Users comply with Your obligations under this Agreement. If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

## 5. Your Obligations

5.1 Not access, store, distribute or transmit any Viruses, or any material during the course of Your Use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and We reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of this clause.

## 6. Term

6.1 This Agreement will commence when You are notified by email of the date that the free trial has been set up (the "Effective Date"), and shall remain in force for the duration described in the Service Definition.

6.2 This agreement will automatically terminate once the set duration of the Free Trial has expired, and Your trial service will be terminated unless You elect to enter into a further agreement with Acentria IT, which may be subject to charges as described in the relevant Service Definition and be



governed by Our standard terms and conditions.

## 7. Limitation of Liability

7.1 The following provisions set out Our entire financial liability (including any liability for the acts

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or omissions of Our employees, agents, sub-contractors and licensors) to You in respect of:

- (a) Any breach of this Agreement howsoever arising;
- (b) Any Use made by You of the Services or any part of them; and
- (c) Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

7.3 Nothing in this Agreement excludes Our liability for:

- (a) Death or personal injury caused by Our negligence; or
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other act or omission, liability for which may not be limited under applicable law.

7.4 Subject to clause 7.5, We shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) Loss of profits of business; or



(b) Depletion of goodwill or similar losses; or

(c) Loss of anticipated savings; or

(d) Loss or corruption of data or information; or

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(e) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

7.5 Subject to clause 7.1, Our total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited £1000 under this Agreement for the Service which gave rise to the claim during the term of this Agreement.

## 8. Confidentiality

8.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us or Our agents, and any other confidential information concerning Our business or Our products and services which You may obtain.

## 9. General

6.2 This agreement will automatically terminate once the set 9.1 duration of the Free Trial has expired, and Your trial service will be terminated unless You elect to enter into a further agreement with Acentria IT, which may be subject to charges as described in the relevant Service Definition and be governed by Our standard terms and conditions.

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.