

**Supplier Terms and Conditions re Computer Application Services Limited (the “Supplier”) /  
Workpro Case Management System G Cloud 10 Lot 2**

Unless otherwise specified below, terms and conditions shall have the meanings stated in the Framework Agreement dated [ ] to which these additional terms and conditions relate.

**1. Software Licence**

- 1.1 On the Commencement Date, the Supplier shall grant the Customer a non-exclusive, non-transferable licence (the “**Licence**”) to use the Workpro Case Management Software (“**Software**”) and the Workpro Case Management Software documentation (whether provided in hardcopy print or softcopy online) (“**Documentation**”) at the Principal Location stated in the Call-Off Agreement and for the purposes stated in, and subject always to the provisions of, the Call-Off Agreement (including for the avoidance of doubt these Supplier Terms).
- 1.2 The Licence is granted to the Customer for the Principal Locations. If the number of users at the Principal Locations increases beyond any maximum number stated in the Call-off Agreement, then the Supplier shall be entitled to payment of further licence fees by the Customer to the Supplier based on the then current charges agreed in the Call-Off Agreement. The Customer shall promptly notify the Supplier if the number of users at the Principal Location reaches or exceeds any maximum stated in the Call-off Agreement. Where no maximum number of users is stated in the Call-Off Agreement, this clause shall be of no effect.
- 1.3 It is the responsibility of the Customer to ensure that:
  - 1.3.1 the Software is accessed via a computer system that has as a minimum the system specification detailed in the Call-Off Agreement;
  - 1.3.2 the Software and Documentation (and any copies of the Software made for reasonable security and back-up purposes) remain under the Customer’s control;
  - 1.3.3 all reasonable precautions are taken to safeguard the Software against unauthorised use; and
  - 1.3.4 all the Customer’s employees who have access to the Software comply with the Call-Off Agreement.
- 1.4 The Customer is not permitted to:
  - 1.4.1 use the Software for the purposes of a consultancy service;
  - 1.4.2 copy the Software other than for reasonable security and back-up purposes or as specifically permitted in the Call-Off Agreement;
  - 1.4.3 attempt any error correction or decompilation of, or modification to, the Software to render the same interoperable with any other software or hardware or for any other purpose, except in so far as permitted by law or the Call-Off Agreement. Without prejudice to the foregoing, if the Customer wishes to carry

out any such error correction, modification or decompilation, the Customer shall first notify the Supplier and allow the Supplier at its option to provide the information necessary for such purposes;

1.4.4 delete any proprietary marks on the Software.

1.5 Except as expressly provided for in the Call-Off Agreement, the Customer is not permitted:

1.5.1 to access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation;

1.5.2 to use the Software and/or Documentation to provide a "bureau" service to third parties;

1.5.3 to license, sell, rent, lease, transfer, assign, distribute, or otherwise make the Software and/or Documentation available to any third party; or

1.6 The Customer will at all times supervise and control use of the Software and ensure that its employees and representatives use the Software in accordance with the Call-Off Agreement.

1.7 The Customer acknowledges that all Intellectual Property Rights in the Software and the Documentation throughout the world belong to the Supplier, that rights in the Software are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, the Software or the Documentation other than the right to use the same in accordance with the Call-Off Agreement.

## **2. Intellectual Property Rights**

2.1 All intellectual property owned by the Supplier (including Workpro Case Management Software) shall remain the sole and exclusive property of the Supplier, and all intellectual property owned by the Customer shall remain the sole and exclusive property of Customer.

2.2 The Supplier will own all intellectual property developed or enhanced by it in or in relation to the provision of the Services unless specified in the Order Form or work item specification.

2.3 Where it is agreed that the owner of such intellectual property shall be the Supplier, the Parties may agree that restrictions may be imposed upon the Supplier in respect of the sale or license to use that intellectual property or portion thereof to or by particular third parties identified for a specified time period.

## **3. User Acceptance Testing**

3.1 The Customer shall carry out acceptance testing of any deliverables created to meet their specifications prior to hand over of such deliverables. The procedures and criteria

for acceptance shall be agreed by the Customer and the Supplier and documented as appropriate in Order Forms, project plans and work item specifications.

#### **4. Use of Software**

- 4.1 The Customer undertakes that the maximum number of authorised users that it will permit to access and use the Software and related Documentation shall not exceed any maximum number of users detailed in the Call-Off Agreement.
- 4.2 The Customer will assure (i) that each authorised user shall keep a secure password for their use of the Software, (ii) that appropriate password policies (including frequency of change) will be applied and (iii) that each authorised user shall keep their password confidential.

#### **5. Audit Rights**

- 5.1 During the term of the Call-Off Agreement and for one (1) year thereafter, the Customer shall maintain a complete, clear and accurate record of all information necessary to calculate the amount of charges payable thereunder including, without limitation, an up-to-date record of the number of users using the Software at the Principal Locations.
- 5.2 The Supplier shall have the right to audit the Software system configuration, user database and log files, conducted by the Supplier or it either directly or through a representative whose costs will be met by the Supplier. Any such audit shall be conducted on reasonable notice being given and during working hours.