DATA SHARING

The Terms set out below ('the Terms') govern the provision of any Client Data to Agilisys in connection with the configuration of the Software. By providing Client Data, the Client is deemed to have accepted the Terms.

AGILISYS LIMITED of Scale Space, Imperial College White City Campus, 58 Wood Lane, London, W12 7RZ, Company No. 04327369 ("Agilisys") and;

CLIENT – the entity providing Client Data to Agilisys in connection with the configuration of the Software (the "**Client**").

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions apply in these Terms.

Client Data: all documents, records and information (on whatever media and wherever located) provided by the Client to Agilisys.

Commencement Date: the date when Client Data is first provided to Agilisys;

Intellectual Property Rights means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, database rights, rights in data, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.

Software: means the Transform's EHCP Tool.

Third Party Supplier means IntentPro, the owner of the Software who is configuring and will support the Software.

2 ENGAGEMENT

2.1 These Terms will apply from the Commencement Date and govern the supply by the Client of samples of Client Data to enable Agilisys and its Third Party Supplier to configure the Software.

3 RIGHT TO SUPPLY

3.1 The Client warrants that it has the right and authority to supply the Client Data to Agilisys as envisaged and that such provision will not infringe or breach any third party rights.

4 FEES

4.1 The Parties wish to confirm that no fees are payable in respect of the supply of the Client Data.

5 CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

5.1 Agilisys shall not use or disclose to any third party (and shall use all reasonable endeavours to prevent the disclosure of) any information comprised within the Client Data. This restriction does not apply to:

5.1.1 access by Agilisys and the Third Party Supplier as necessary in connection with the configuration of the Software;

5.1.2 any other use or disclosure expressly authorised by the Client in writing or required by law; or

5.1.3 any information which is already in, or comes into, the public domain otherwise than through the unauthorised disclosure by Agilisys.

5.2 All Client Data shall be treated by Agilisys and the Third Party Supplier as Confidential Information belonging to the Client.

6 DATA PROTECTION

6.1 Before providing any Client Data to Agilisys or to the Third Party Supplier, the Client must fully anonymise the Client Data such that it will no longer qualify as 'Personal Data' for the purposes of data protection legislation.

7 INTELLECTUAL PROPERTY

7.1 Except as expressly stated in this clause, no Intellectual Property Rights of either party are transferred or licensed as a result of these Terms.

7.2 All Intellectual Property Rights in the Software shall belong to and remain the property of Agilisys or the Third Party Supplier.

7.3 The Client grants to Agilisys a non-exclusive, non-transferable, perpetual and royalty-free licence to use and access the Client Data, and to permit the Third Party Supplier to use and access the same subject to the same restrictions under these Terms to the extent necessary to enable Agilisys (and the Third Party Supplier) to configure and enhance the Software.

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8 LIABILITY

8.1 Neither Party excludes or limits its liability to the other Party to the extent that liability cannot be limited or excluded by law.

8.2 The aggregate liability of Agilisys howsoever arising under or in relation to these Terms (including as a result of negligence) shall be limited to £50,000 (fifty thousand pounds).

8.3 In no event will Agilisys be liable to the Client in respect of indirect or consequential loss or damage (whether caused by negligence or otherwise).

9 ENTIRE AGREEMENT

9.1 These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each party acknowledges that in providing Client Data it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms

10 GOVERNING LAW

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

11 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including non-contractual disputes or claims).

12 SUB-CONTRACTING

The Client acknowledges that configuration of the Software will be provided by the Third Party Supplier and their appointed developer, Blenheim Chalcot IT Services India Pvt Ltd ('BC India). Agilisys will procure that the Third Party Supplier and BC India complies with these Terms and shall be liable for their acts and omissions as if they were committed by Agilisys.

13 PASSTHROUGH SERVICES

The development and hosting of the Software are provided using cloud data storage services provided either directly or indirectly by Microsoft and / or Amazon Web Services. They have been chosen by Agilisys (and the Third Party Supplier) because they provide what are believed to be appropriate commitments regarding data security. Such cloud services are provided strictly subject to the information security measures and remedies set out by the applicable service providers. In respect of breaches by a cloud provider, Agilisys will only be liable, to pass through to the Client the benefit of any warranties, indemnities and other remedies provided by the provider under its contract. The limitations and exclusions of liability contained in the provider's contract shall apply as between Agilisys and the Client in respect of the cloud services. The provider's terms and conditions can be found at the following:

- AWS https://aws.amazon.com/service-terms/
- Azure https://azure.microsoft.com/en-gb/support/legal/

The provider's terms may be updated from time to time as published by the provider.

If the provider is in breach of its contract, Agilisys shall only be liable to pass to the Client any compensation or damages recovered from the provider to the extent that they relate to loss or damage suffered by the Client as a result of the provider's breach of contract. Agilisys shall take such steps as it considers reasonable to enforce any rights and remedies available to it. If the Client considers that additional steps should be taken, Agilisys shall facilitate the Client itself taking such steps at its own cost (including taking action in the name of Agilisys as necessary) provided that the Client agrees to indemnify Agilisys in respect of any liabilities that it may incur as a result.

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