

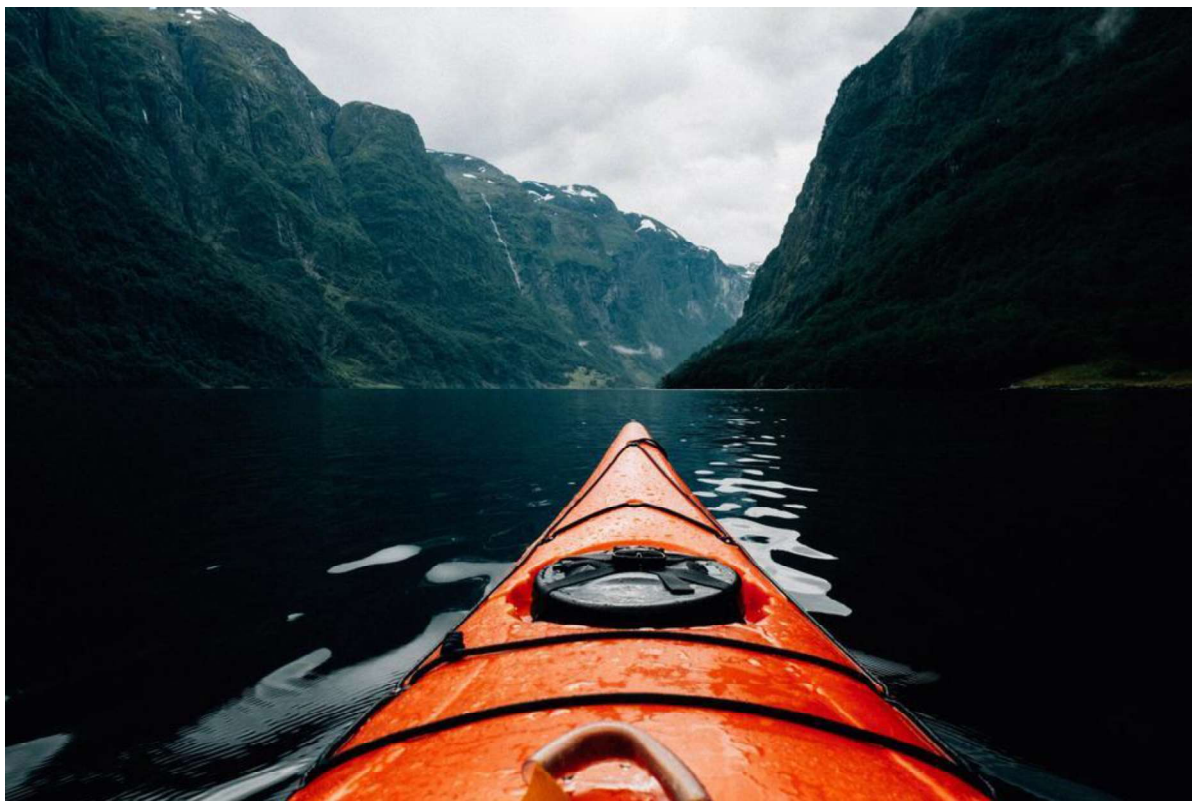


Offer

Crayon Statistics Collaboration Solution

Department of Health & Social Care

26/06/2023





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1. Agreement for Crayon Statistics Collaboration Solution

This Contract is made between the parties named in this Agreement, for the Crayon Statistics Collaboration Solution and includes IBM SPSS statistics software. The purpose of this Agreement is to ensure that the customer understands the key information and deliverables of the Crayon Statistics Collaboration Solution and to identify the responsibilities of both parties. The Supplier will be the Customer’s IBM Partner.

This Agreement includes Crayon Statistics Collaboration Solution for Department of Health & Social Care which covers access to Crayon software portal, license management, and rental of SPSS Software.

Software Download

SPSS software is available for download at Crayon's portal.
Crayon will provide access to the Crayon's portal for dedicated IT staff appointed by the Customer.
Customer can distribute the software to employees via secure internal download option.

License Restrictions

Limited for use by staff employed by Customer. Rights are permitted to employees of the customer only and must not be distributed to any third-party company employees or contractors.

License Administration

License keys will be issued by Crayon. It is possible to issue additional individual license keys, via Crayons Portal or via your Crayon Account Manager directly.

SPSS Modules

The following SPSS modules are included in this agreement:

CSCS including :
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Invoicing

Invoice is issued upon acceptance of this Agreement to the Customer.

Prices and Payment



All prices and payment details will be listed as part of the associated appendix, as detailed above. Unless otherwise specified in writing, the Customer is obligated to pay all the fees from the Effective Date. Invoices are due 30 days after invoice date.

Additional modules of this Agreement

If customer wishes to add additional modules/licenses to this Agreement, please contact your Crayon Account Manager directly.

CSCS Support

[REDACTED]
[REDACTED] - [REDACTED]
[REDACTED]:

Support

Please contact your dedicated Account Manager at [REDACTED]

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]



2. License Agreement

CSCS End User License Agreement (EULA)

This CSCS solution contains IBM SPSS Statistics licenses and are subject to copy right regulations, and its Permitted Users shall respect and reproduce all copyright notices and all other legends of ownership. Department of Health & Social Care shall not use licenses for any purpose that is unlawful or prohibited by the terms and conditions of the Agreement and this EULA. Any IBM program(s) included in the CSCS may only be used in conjunction the CSCS.

Neither Party shall be liable for any consequential, special, or indirect losses or damages suffered by the other Party, whether or not the likelihood of such losses or damages was known by the Party, and Crayon's aggregate liability shall be limited to the fees paid for CSCS during the term of the Agreement.

Except as expressly set out herein, the CSCS, and any IBM products included, is being provided to the Customer "as is" without warranty of any kind. Thus, Crayon does not warrant that operation of CSCS will be uninterrupted or error free or that all errors will be corrected, and Crayon disclaims any and all warranties for software and software components provided by third party suppliers, including IBM, included in the CSCS, including any and all implied warranties (including, as permitted by law, the implied warranties of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose).

The Agreement grants Department of Health & Social Care a non-exclusive right to access and use the CSCS, and any included IBM software products, and Crayon or its third party suppliers (including IBM) retain all ownership to the intellectual property rights in the CSCS and the software programs provided by IBM which are included in the CSCS.

Department of Health & Social Care is not entitled to sub-license, rent or lease the CSCS or the included IBM products to any other than the Permitted Users.

Crayon reserves the right to terminate the Agreement and this EULA and the Customer's access to CSCS, and the included IBM software Programs, if the Customer fails to comply with the terms of the EULA or the Agreement. In such event Crayon will require all copies of the program(s), including any associated documents provided by us authorizing use, to be destroyed or returned with immediate effect.

Crayon has the rights to Department of Health & Social Care use of the CSCS and the included IBM software programs. Crayon will serve you with 3 months' notice prior to the audit and will give you the opportunity to postpone for a maximum of 2 times. The 3rd time we will insist for the audit to be carried out. Such verification will be conducted in a manner that minimizes disruption to your business.

This EULA and the terms of the Agreement shall be binding for the Customer and any assignees or successors of the Customer, and the Customer shall ensure that the Permitted Users are familiar with the terms of this EULA.

For any IBM software programs included in the CSCS, the terms set out in the section "Program License Agreement for IBM SPSS Statistics" immediate below shall apply to the Customer's and its Permitted Users use of the included IBM software programs.



Program License Agreement for IBM SPSS Statistics.

The terms of this Program License Agreement for SPSS Statistics (“Agreement”) are in addition to the terms of the IBM International Program License Agreement (“IPLA”) and govern IBM’s provision of selected IBM SPSS Programs to Licensee. The IPLA and its LIs are available on the Internet at www.ibm.com/software/sla. You acknowledge and agree to these specified terms of the IPLA and its LIs by signing the agreement below.

Once signed, any reproduction of this Agreement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original. Each of us agrees that the complete agreement, which replaces any prior oral or written communications between us regarding this transaction, consists of 1) this Agreement, 2) the IPLA, and, 3) the Quotation. In entering into this Agreement, Licensee is not relying upon any representation made by or on behalf of IBM that is not specified in this Agreement, the IPLA, or the Quotation.

Crayon statistic collaboration solution includes the following modules

Qty	PART NUMBER DESCRIPTION	License type	Start date	End date
	CSCS including :	Rental	01/07/2023	30/06/2024
13	[REDACTED]			
13	[REDACTED]			
13	[REDACTED]			
13	[REDACTED]			
1	[REDACTED]			

Department of Health & Social Care



Department of Health & Social Care

By _____
Authorized Signature

Name: [Redacted]

Title:

Date Signed:

Customer Address:

39 Victoria Street
SW1H 0EU London

Crayon Limited

By _____
Authorized Signature

Name: [Redacted]

Title: [Redacted]

Date Signed:

Crayon Address:

Crayon House,
Mercury Park, Wooburn Green, Buckinghamshire,
HP10 0HH

VAT number:



3. Commercials


Qty	PART No	PART NUMBER DESCRIPTION	License type	Start date	End date	Price excl. vat
		CSCS including :	Rental	01/07/2023	30/06/2024	
13						
13						
13						
13						
1						

Department of Health & Social Care



Department of Health & Social Care


By 
Authorized Signature

Name: 
Title: 
Date Signed: 26/6/2023
Customer Address:
39 Victoria Street
SW1H 0EU London

VAT number:

Crayon Limited

By 
Authorized Signature

Name:
Title: 
Date Signed: 26/6/2023
Crayon Address:
Crayon House,
Mercury Park, Wooburn Green, Buckinghamshire,
HP10 0HH



4. IBM International Program License Agreement

[http://www-03.ibm.com/software/sla/sladb.nsf/pdf/ipla/\\$file/ipla_en.pdf](http://www-03.ibm.com/software/sla/sladb.nsf/pdf/ipla/$file/ipla_en.pdf)