

# Mantissa redaction

16 December 2020 12:16



## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter called "this Agreement") is entered into on 8th November 2020, by and between Customer, having its offices at:

Customer Name: The Department for Work and Pensions. (via Insight Direct)  
Address: Caxton House, Tothill Street, London SW1H 9NA

(hereinafter called "Customer"), and Mantissa Corporation Ltd (hereinafter called "Vendor"), having its principal place of business at 31, King Street, Luton LU1 2DW

**WHEREAS**, the parties desire to arrange for the licensing by Customer from Vendor of certain products and services under the terms and conditions more particularly hereinafter set forth. Now therefore, the parties mutually agree as follows:

### 1. PURPOSE

This Agreement shall become effective as of the date stated above and, unless earlier terminated as provided herein, shall remain in full force and effect thereafter for the duration of the license granted herein.

Customer may order Programs, as hereinafter defined, under the terms of this Agreement by issuance of Purchase Orders, Letter Orders, or any other means acceptable to both parties. Vendor shall, within ten (10) days of receipt of an order from Customer, notify Customer of acceptance of the order. Accepted orders will require a properly executed Schedule of Programs signed by both parties which will then become part of this Agreement. No terms contained in any order, acceptance or any other writing shall be binding on the parties unless specifically agreed to in writing by both parties.

This Agreement does not obligate Customer to order any minimum or maximum quantities of Programs and assumes no commitment, financial or otherwise, except for specific Programs ordered from time to time as aforesaid which orders are accepted by Vendor and scheduled on a duly executed Schedule of Programs.

As a minimum, each order shall include a Schedule of Programs stating the following information, Items A, B, C, G, and L to be supplied by Vendor:

- |    |                               |    |                             |
|----|-------------------------------|----|-----------------------------|
| A. | Quantity                      | G. | Duration of License         |
| B. | Description of Programs       | H. | Designated Locations of Use |
| C. | License Charges               | I. | Designated CPU's of Use     |
| D. | Requested Delivery Date       | J. | License Type                |
| E. | Delivery Instructions         | K. | Other Information Required  |
| F. | Implementation Responsibility | L. | Maintenance Fee             |

## **2. SCOPE**

Vendor agrees to furnish to Customer and maintain as specified in Paragraph 8 hereof, the Program(s) listed in the Schedule of Programs (Exhibit A) now or hereafter executed by the parties hereto.

## **3. DEFINITIONS**

The term "**program**" shall mean a Vendor computer program listed in the Schedule of Programs and consisting of a series of instructions and statements in machine-readable form, along with any related materials and technical data such as, but not limited to, flow charts, logic diagrams, printouts, object code, and operational and installation documentation procedures provided for use in connection with the computer program.

The term "**use**" shall mean entering or copying any Program or portion thereof into a machine, and/or modifying any Program or portion thereof, and/or embedding any Program or portion thereof in another medium, and/or transmitting any Program or portion thereof to a system and/or machine for processing of the machine instructions or statements contained therein.

## **4. GRANT OR LICENSE TO PROGRAMS**

Vendor hereby grants to Customer and its subsidiaries, and Customer hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, and non-transferable license to use the Programs. A Program may be used by Customer at the location and on the CPU's designated in the Schedule of Programs to process customer's work at the location. A Program may be moved to a different location at Customer's option provided Vendor is notified in writing with a letter certifying that the other machine-readable copy of the program has been destroyed and removed from the computer system.

## **5. CHARGES**

### **A. General:**

The license charges applicable to each Program will be specified by Vendor in the applicable Schedule of Programs. Any increase of the CPU size or capacity on which the program(s) is operated, shall require the payment of an upgrade charge to Vendor. The calculation of future maintenance and upgrade fees are based, in part, on the then current Price Schedule of the Software considering the capacity of the CPU (MIPS, MSU or group level price).

### **B. Commencement and Invoicing of Charges:**

License fee charges for a Program will commence on the day following the day the Program is installed, is operating in accordance with all applicable specifications and is accepted by Customer in writing. Charges for a partial month's use will be prorated based on a thirty (30) day month. Monthly or annual charges are payable thirty (30) days after receipt of an invoice. In no event shall any charges be due or payable prior to the first day of the month or one year period to which they relate. All other charges are due and payable thirty (30) days after receipt of invoice. Invoices not paid within thirty (30) days accrue interest at the rate of 1.5% per month until paid in full.

### **C. Taxes:**

Customer agrees to pay all license fees, assessments, sales, use, personal property, excise and other taxes, now or hereafter imposed by any governmental body within the United Kingdom, on either Vendor or Customer upon or with respect to the Programs or any portion thereof, its possession, ownership, use, operation or maintenance while such Programs are subject to this License (excluding, however, federal taxes on, or measured by, the net income of Vendor, fees or other taxes or any other jurisdiction which are based on, or measured by, the net income of Vendor and further excluding any taxes based on the gross income of Vendor which may hereafter be imposed in any such jurisdiction as a substitute for or in addition to taxes based on net income). Customer shall have the right to contest the amount or validity of any imposition of taxes and assessments by appropriate legal proceedings. Vendor shall furnish reasonable cooperation to Customer in the event Customer contests the validity or imposition of any taxes. Upon the termination of such proceedings, Customer shall pay the contested items to the extent that they are held valid. Customer shall not be responsible for any interest or penalties for failure of Vendor to pay taxes when due or penalties which are imposed as the result of (i) an act or omission of Vendor or (ii) a knowing failure by Vendor to take reasonable action or to furnish reasonable cooperation to Customer which prevents Customer from diligently fulfilling its obligations under this section.

## **6. DELIVERY AND INSTALLATION**

Delivery consists of Customer receiving at Vendor's expense, one (1) copy of each Program listed in the Schedule(s) of Programs in machine-readable form at the designated location.

Installation shall be performed by Customer at the designated location. Programs will be considered installed when they operate in accordance with all applicable specifications and are accepted by Customer in writing.

## **7. RISK OF LOSS**

If any Program is lost, damaged or destroyed by any cause during shipment from Vendor, Vendor will replace such Program and its storage media at no additional charge or cost to Customer. If a Program is lost, damaged or destroyed while in the possession of Customer, Vendor will replace such Program at Vendor's applicable charges, if any, for processing, distribution and/or program storage media.

## **8. WARRANTY, MAINTENANCE AND PROGRAM MODIFICATIONS**

Vendor warrants that it is the owner of Programs and/or has the right to license them to Customer. Vendor warrants that each Program will perform in the manner specified in its applicable specifications if properly used in the operating environment specified in the system documentation. This warranty is only effective during the period of Free Maintenance as specified in this Paragraph 8 and during any subsequent periods for which Customer has paid the annual software maintenance fee. Enhancements to standard Programs made by Vendor shall be made available to Customer free of charge while this warranty is effective. Vendor further warrants that so long as Customer pays the annual software maintenance fee and incorporates all enhancements into the Programs, the Programs will operate in accordance with all applicable specifications.

VENDOR DOES NOT WARRANT THAT THE OPERATION OF THE PROGRAM(S) WILL BE UNINTERRUPTED OR ERROR FREE EXCEPT THAT VENDOR WILL EXERCISE ITS BEST EFFORTS TO CORRECT ALL PROGRAM ERRORS AND DEFECTS WHICH RELATE TO A DEFECTIVE PROGRAM.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS PARAGRAPH 8, VENDOR DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED WITH REGARD TO ANY SPECIFIED PROGRAM INCLUDING ALL LIMITED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS EXPRESS WARRANTY STATED ABOVE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF VENDOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH DELIVERY, USE, OR PERFORMANCE OF THE SPECIFIED PROGRAM(S).

During the first twelve months following the Acceptance Date of the Program(s), (the "Warranty Period"), Vendor shall perform the following services at no charge to Customer. After the Warranty Period, Vendor shall provide the following services only if Customer has paid the annual software maintenance fee.

If Customer should agree to purchase software maintenance subsequent to the Warranty Period, payment will be due at the beginning of the software maintenance period. The fee for the first chargeable software maintenance period shall be designated in the Schedule of Programs.

Vendor agrees to correct and repair any failure, malfunction, defect or nonconformity in the Program(s) provided hereunder, following notification (as specified below) by Customer to Vendor of any failure, malfunction, defect or nonconformity which prevents the Program(s) from performing in accordance with the warranties, documentation, specifications and other materials provided to Customer hereunder.

Vendor will also provide consulting assistance, as required, during the warranty period or in any subsequent annual maintenance period, to support Customer use of the Program(s).

As part of its warranty and maintenance services hereunder and for the consideration of the Warranty Period and thereafter the annual software maintenance fee, Vendor hereby agrees to provide Customer all revisions, updates, improvements, modifications and enhancements to each Program and to the documentation which are produced by Vendor (the "Updates").

**A.** Updates hereunder include modifications necessary to accommodate any new operating system release provided that hardware instruction set and/or operating system remain compatible and subject to the availability

to Vendor of all necessary information regarding the operating system release. Vendor shall accomplish this within one hundred-twenty (120) days after the new release of the operating system is commercially available.

**B.** For purposes of this Agreement, an Update once incorporated into a Program or its documentation hereunder shall be considered a part thereof.

As part of Vendor's maintenance services defined herein, Vendor agrees to supply Customer with the most current version release of a Program. As per conditions defined elsewhere in Paragraph 8 regarding Customer's responsibilities to install such releases, Vendor will maintain under the terms and conditions of this Paragraph the immediate previous version of a Program for a period of six (6) calendar months from Customer's receipt of the most current version release. Regular maintenance hereunder does not include correction of errors or malfunctions caused by modifications made by Customer unless such correction or modification was approved in writing by Vendor. Vendor agrees to provide such services at its standard charges and rates then in effect for such services.

In the event Customer discontinues maintenance services for any Program and subsequently elects to re-institute maintenance services, Vendor will provide such maintenance services on an annual basis thereafter, provided Customer agrees to pay vendor all back maintenance since the date of cancellation and purchase maintenance for the upcoming 12 months period.

Any modifications which are made without the written approval of Vendor (*and unless Customer returns the Program to its unmodified state*) shall release Vendor from its warranty and maintenance service obligations hereunder to the extent that such modifications impair Vendor's ability to continue to provide its standard warranty and maintenance services as contemplated hereunder.

#### **9. NEW RELEASES**

Vendor agrees that new releases of Program will be upward compatible with prior releases as long as Customer is operating in an operating environment specified in Schedule of Programs. Customer shall not be obligated to, but may at its option, implement new releases for any Program at any time.

If Customer desires to obtain a version of a Program that operates under an operating system not specified in the Schedule of Programs, Customer will be provided with the appropriate version of the Program, if available, on a 90-day trial basis without additional charge. At the end of the 90-day trial period, Customer must elect one of the following three options: (1) Customer may retain and continue to use the old version of the Program, return the new version and continue to pay any applicable charges for the old version, (2) Customer may retain and use the new version of the Program and return the old version, provided Customer pays an applicable license fee and maintenance charges for the new version of the Program; or (3) Customer may retain and use both versions of the Program, provided Customer pays any applicable license fees on both versions and pays any applicable maintenance charges for both versions of the Program.

#### **10. RIGHT TO COPY OR MERGE**

Any Program licensed herein is restricted from copying or duplication by Customer or its subsidiaries, in whole or in part, in printed or machine-readable form, except for copies which Customer has or will pay a license fee to Vendor in accordance with paragraph 5 and/or the Schedule of Programs. Provided, however, that a Disaster Recovery copy and normal backups of the installed and licensed programs may be made by the Customer. The prior written consent of Vendor is required for (1) the installation of additional copies, including, but not limited to, test system copies of licensed programs, upon machines authorized by this agreement; and/or, (2) the installation of the licensed programs on a machine not authorized by this agreement.

Customer or its subsidiaries/affiliates may not merge any machine-readable form of a Licensed Program with other program material to form an updated work without the written consent and approval of Vendor. Upon termination of this license, Customer agrees to completely remove the Vendor's Program or any portion thereof from any approved updated work.

With reference to any copyright notice of Vendor associated with a Program hereunder, Customer agrees to include the same on all copies it makes in whole or in part, and to include the same on any updated work. Vendor's copyright notice may appear in any of several forms, including machine-readable form within the Program.

#### **11. PROTECTION AND SECURITY**

Customer agrees not to provide or otherwise make available in any form a Program delivered to Customer in machine-readable form or any portion thereof, to any person other than employees of Customer, its subsidiaries, or Vendor without prior written consent of Vendor.

## **12.DEFAULT**

It shall be a default hereunder on the part of a party hereto if (1) such party shall fail to perform when due any of its obligations under this Agreement or shall breach any term or condition of this Agreement and such failure or breach is not remedied with ten (10) days after receipt of written notice from the other party. On one party's default, the other party shall have the right to terminate this Agreement and shall be entitled to exercise any and all rights and remedies as shall be available to it at law or in equity. Either party's remedies may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy.

If this Agreement is terminated by Vendor for default by Customer within one (1) month after termination, if requested in writing to do so by Vendor at that time, Customer will furnish Vendor a certification in writing that the original and all copies in any form including partial copies of modifications of the Programs received from Vendor or made in connection with this license have been returned to Vendor or destroyed.

If this Agreement is terminated by Customer for default by Vendor, Customer shall have a fully paid, perpetual license to use the Program(s).

## **13.PATENT INDEMNITY**

Vendor agrees that it will defend, at its own expense, any claims or suits against Customer and will indemnify Customer against any award of damages and costs made against Customer by a final judgement of a court in any suit insofar as the same is based on any claim that any Program covered by this Agreement or its use infringes any patent or copyright; provided that Customer gives Vendor prompt notice in writing of the claim and/or institution of such suit, and at Vendor's request and Vendor's expense permits Vendor through its counsel to defend such claim or the suit and gives Vendor all available information, assistance, and authority to do so. Vendor shall have control of the defense of any such suit, including appeals, negotiations, and the right to effect a settlement or compromise thereof.

In the event that any Program furnished under the terms of this Agreement is, in any such suit, held to constitute an infringement and its use is enjoined, Vendor shall, at its option and expense, either (a) procure for Customer the right to continue using the Program, or (b) replace or modify the Program so that it becomes non-infringing, this indemnity extending to any such modified Program or replacement.

In the event Vendor is unable to either (a) procure for Customer the right to continue to use the Program or (b) replace or modify the Program so that it becomes non-infringing, then Vendor's sole liability shall be the refund of the license fees as determined in accordance with Section 5.

## **14.DELAYS**

A party hereto shall not be liable for a delay in its performance hereunder if such delay is caused by any cause, contingency or circumstance beyond its control and without its fault or negligence. If such delay occurs and continues for thirty (30) days, the other party may elect to (a) terminate the obligation, or any part thereof, the performance of which has been delayed, but such termination shall not apply to items or services already received by the other party, which form a part of the delayed obligation, or (b) suspend the performance of such delayed obligation for the duration of the delaying cause with performance of the delayed obligation to be immediately resumed when the delaying cause ceases and thereafter to be carried through to completion as expeditiously as possible. The party whose performance is delayed shall immediately notify the other party verbally and in writing of the delay and the cause thereof, and the other party shall within ten (10) days after such notice is given, make its election in writing under (a) or (b) hereinabove. If such election is not so made (b) shall be deemed to be elected.

## **15.RIGHTS IN DATA**

The term "Technical Data" as used herein means, whether or not copyrighted, and regardless of form or characteristic, information or data of technical nature. It may include but not be limited to technical writings, drawings, schematics, or graphic representations, specifications, flow charts, manuals, technical narrative, whether in machine-readable form or in printed form, and descriptions of Programs or machine instructions, whether in narrative or symbolic form. The data may be used to define or design, procure, produce, support, maintain, or operate a computer, computer system, or subsystem, alone or in combination with other Programs and various equipment. The term "Technical Data" specifically includes computer software and computer programs and associated documentation.

Except as may be expressly set forth elsewhere in this Agreement, all rights in Technical Data supplied or required to be delivered by Vendor under this Agreement which relate to Vendor's commercial product line software, or Programs, shall remain with Vendor.

Vendor hereby grants to Customer and its subsidiaries a non-transferable and non-exclusive license to use Vendor's Technical Data supplied with any Product pursuant to this Agreement. Vendor represents that it will extend to Customer and its subsidiaries the opportunity to obtain licenses to use Vendor's Technical Data (including Programs) not covered by this Agreement upon such terms and conditions as it extends to its other commercial Customers generally.

Vendor shall not publish, disseminate or disclose to any other person, firm, organization or corporation, and shall protect against disclosure, the Technical Data of Customer. Vendor shall only use Customer Technical Data for Customer's benefit.

For purposes of this paragraph, Technical Data shall not be considered confidential which (1) is or becomes publicly known through no wrongful act on Customer's part; or (2) is, at the time of disclosure under this agreement, already known to Customer without restriction on disclosure; or (3) is, or subsequently becomes, rightfully and without breach of this agreement, in Customer's possession without any obligation restricting disclosure; or (4) is independently developed by Customer without breach of this Agreement; or (5) is furnished to a third party by Vendor without a similar restriction on the third party's rights; or (6) is explicitly approved for release by written authorization of Vendor.

No license to Vendor under any of Customer's Technical Data, know-how, patents, copyrights or other proprietary rights is granted by implication, estoppel or otherwise.

#### **16.LIMITATION OR LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIALIAL DAMAGES ARISING OUT OF THE LICENSE AGREEMENT. FOR THE EXISTENCE, FURNISHING, FUNCTIONING, OR CUSTOMER'S USE, OF THE SPECIFIED PROGRAM EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY AGREES THAT VENDOR'S LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE AND/OR STRICT LIABILITY IN TORT, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED ANY AMOUNTS PAID BY CUSTOMER FOR THE LICENSE SOFTWARE, EXCEPT FOR DAMAGES WHICH MAY BE INCURRED PURSUANT TO ARTICLE 13. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY CAUSED BY VENDOR'S NEGLIGENCE.

#### **17.ASSIGNMENT**

Customer may not assign this Agreement or any interest herein or any rights hereunder without prior written consent of Vendor. Such consent will not be unreasonably withheld.

#### **18.SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provisions had never been contained herein.

#### **19.NOTICES**

Except for requests for maintenance and other instances when oral notice is permitted by this Agreement, all notices hereunder shall be in writing and shall be deemed to have been given and received when delivered in person or on the second business day after mailing when mailed by UK/Europe registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Customer: Customer's address on face of this Agreement.

If to Vendor:

Mantissa Corp. Ltd.  
31 King Street  
Luton LU1 2DW  
Attention: Contract Manager

## 20. WAIVER

Failure or delay on the part of either party to exercise any right, remedy, power or privilege hereunder, shall not constitute a waiver thereof. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

## 21. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of England within the jurisdiction thereof.

## 22. ENTIRE AGREEMENT

THIS AGREEMENT, TOGETHER WITH ANY SUPPLEMENT(S) AND SCHEDULES OF PROGRAMS, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER THEREOF AND SHALL SUPERSEDE ALL PREVIOUS NEGOTIATIONS, COMMITMENTS AND WRITINGS. THIS AGREEMENT MAY NOT BE RELEASED, DISCHARGED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES.

CUSTOMER AND VENDOR EACH ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

### CUSTOMER:

*Authorised Signature*



*Name*

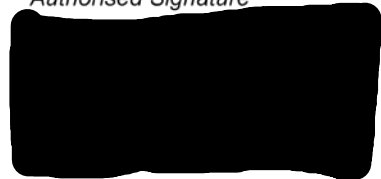


*Title*    *Commercial Manager, DWP*

*Date*    8<sup>th</sup> October 2020

### MANTISSA CORPORATION LTD:

*Authorised Signature*



*Name*



*Title*    *MARKETING MANAGER*

*Date.* 8 October 2020



## SCHEDULE OF PROGRAMMES

A.	Quantity	G.	Duration of License
B.	Description of Programs	H.	Designated Locations of Use
C.	License Charges	I.	Designated CPU's of Use
D.	Requested Delivery Date	J.	License Type
E.	Delivery Instructions	K.	Other Information Required
F.	Implementation Responsibility	L.	Maintenance Fee

**Exhibit A.** One of each product listed as exhibit B

**Exhibit B.** RMS Basic      RMS On-Line      RMS Spool

**Exhibit C.** [REDACTED]

list price for all products and group tiers is subject to an increase of ●% per annum

**Exhibit D.** 8th November 2020

**Exhibit E.**      not applicable

**Exhibit F.**      not applicable

**Exhibit G.**      [REDACTED]

**Exhibit H.**      Location:

[REDACTED]

Disaster recovery site:

[REDACTED]

**Exhibit I. Designated CPU's of Use:**

Primary Mainframe [REDACTED]  
Device Type [REDACTED]  
Serial Number [REDACTED]

DR Mainframe [REDACTED]  
Device Type [REDACTED]  
Serial Number [REDACTED]

**Exhibit J.** [REDACTED]

**Exhibit K.** Usage over [REDACTED] mips would require an upgrade to the next tier

[REDACTED]

[REDACTED]

[REDACTED] includes first 12 months maintenance

**Exhibit L.** [REDACTED]