



Ministry of Housing,  
Communities &  
Local Government

**Cogent Consulting UK Limited,  
3 Perth House,  
CorbyGate Business Park,  
Priors Haw Road, Corby,  
Northamptonshire NN17 5JG.**

Attn: REDACTED

Date: 30 April 2020

**CPD04/120/212 MHCLG 1 year Readsoft Support and Maintenance Renewal**

Following your quote for the Readsoft Support and Maintenance renewal for the Ministry of Housing, Communities and Local Government (MHCLG), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between MHCLG as the Customer and Cogent Consulting UK Limited as the Supplier for the provision of the services.

**1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:**

- 1.1. The services shall be performed at the Customer's premises at High Trees, Hillfield Road, Hemel Hempstead, Herts HP2 4XN.
- 1.2. The total 1 year contract value shall be £13,036.00 excluding VAT.
- 1.3. The specification of the services to be supplied is as set out in the Supplier's Licence and Support terms and conditions.
- 1.4. GDPR does not apply.
- 1.5. The support period will be from 01/05/20 to 30/04/21.
- 1.6. The Term shall commence on 01/05/20 (the "Start Date") and the Expiry Date shall be 30/04/21, ***unless extended or subject to early termination.***

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April 2020



1.7. The address for notices of the Parties are:

**Customer**

MHCLG, 4th Floor,  
High Trees, Hillfield Road  
Hemel Hempstead,  
Herts HP2 4XN  
Attention: REDACTED

**Supplier**

Cogent Consulting UK Limited,  
3 Perth House,  
CorbyGate Business Park,  
Priors Haw Road, Corby,  
Northamptonshire  
NN17 5JG.  
Attention: REDACTED

1.8. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title/Role
REDACTED	Customer Lead
REDACTED	Supplier Lead

## 2. Payment

All invoices must be sent, quoting a valid purchase order number (PO Number) and detailed description of the services including start/end dates, to: REDACTED. Within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, description of services and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment.

## 3. Liaison

For general liaison your contact will be REDACTED. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to REDACTED **within 3** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number (CPD04/120/212) in any future communications relating to this contract.

Yours faithfully,

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Signed for and on behalf of the Ministry of Housing, Communities and Local Government  
("the Customer")

Name: REDACTED  
Senior Procurement Advisor

Signature:

Date: 30/4/20

We accept the terms set out in this letter and its Annexes, including the Conditions.

**Ministry of Housing, Communities and Local Government (MHCLG) - Short Form Conditions of Contract**

*These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between*

*the Contractor and MHCLG, or any other government department or agency.*

**1. Definitions** - In these conditions:

(i) "Contract" means the agreement between MHCLG and the Contractor comprising MHCLG's request for quotation, any

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specification, the Contractor's quotation, these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.

(ii) "Contractor" means the individual, firm or company with whom MHCLG enters into the Contract (including where the context requires any of the Contractor's sub-contractors) as identified in the Purchase Order.

(iii) "MHCLG" means the Secretary of Ministry of Housing, Communities and Local Government.

(iv) "Goods" means anything (other than Services) supplied or to be supplied to MHCLG under the Contract.

(v) "Purchase Order" means the purchase order issued by MHCLG to the Contractor for the supply of Goods and/or the provision of Services.

(v) "Services" means all the services that the Contractor is required to carry out under the Contract.

## **2. Conditions for the supply of Goods - Contractor's duties**

(i) The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor's expense if they do not correspond with the Contract.

(ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed by MHCLG. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must also include MHCLG's reference number and the Purchase Order number.

(iii) The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.

## **3. Conditions for the supply of Services - Contractor's duties**

The Contractor shall properly perform the Services specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

## **4. Environmental Requirements**

(i) In providing the Goods or Services the Contractor shall comply with MHCLG's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

(ii) All written outputs produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

(iii) Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for reuse or recycling.

## **5. Health, safety and security**

The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on MHCLG's premises comply with MHCLG's health, safety and security procedures and instructions and complete any additional security clearance procedures required by MHCLG before working at MHCLG's premises.

## **6. Invoices and Payment**

The Contractor shall submit an invoice within 28 days of meeting any milestone set out in the request for quotation to the satisfaction of MHCLG or otherwise within 28 days of supplying

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the Goods or Services to the satisfaction of MHCLG. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, MHCLG shall pay the Contractor within 30 days of receipt of an invoice.

**7. Corrupt Gifts and Payments of Commission**

The Contractor shall not receive or agree to receive from any person, or offer or agree to give to, or procure on behalf of any person in the employment of the Crown, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in connection with the Contract.

**8. Official Secrets Acts**

The Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

**9. Disclosure of Information**

(i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, MHCLG reserves the right to disclose information about this Contract pursuant to a valid request for information.

(ii) The Contractor hereby gives consent for MHCLG to publish the Contract in its entirety to the general public.

(iii) The Contractor shall not disclose any information relating to the Contract or MHCLG's activities without the prior written consent of MHCLG, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

**10. Discrimination**

The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to legislation relating to any discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) as amended from time to time, including but not limited to the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Equalities Act 2010.

**11. Sub-contracting and assignment**

The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of MHCLG. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

**12. Intellectual Property Rights**

Subject to any prior rights of MHCLG or Crown, and to the rights of third parties arising otherwise than under the Contract, such intellectual property rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in the Contractor. The Contractor hereby grants a perpetual, irrevocable, worldwide, royalty-free licence to MHCLG and the Crown (and any person authorised by either of them) to use, supply, reproduce, publish, modify, adapt, enhance or otherwise

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deal with any materials in which such intellectual property rights exist.

### **13. Termination**

If the Contractor fails to fulfil its obligations under the Contract, MHCLG may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Contractor any reasonable costs necessarily and properly incurred by MHCLG as a consequence of termination.

### **14. Break**

(i) Without prejudice to condition 13, MHCLG shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor in each case by giving to the Contractor one month's written notice. During the period of notice MHCLG may direct the Contractor to perform all or any of the work under the Contract. Where MHCLG has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

### **15. Loss or Damage**

The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of MHCLG, or if MHCLG agrees, compensate MHCLG, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of MHCLG. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

### **16. Recovery of Sums from Contractor**

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to MHCLG, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with MHCLG or with any department, agency or office of Her Majesty's Government.

### **17. Insurance**

The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

### **18. Notices**

A notice may be served: by delivery to the Contractor; by sending it by email or facsimile to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email or facsimile, or on the second working day after posting.

### **19. Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

### **20. Dispute Resolution**

In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month MHCLG may refer the dispute to mediation. During the dispute the Contractor shall at MHCLG's discretion continue to perform the Contract with all due diligence.

### **21. Variations to the Contract**

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No variation to the Contract will be effective until it has been recorded in writing and signed by MHCLG and the Contractor.

### **COGENT LICENCE AGREEMENT**

This License Agreement is by and between

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Cogent Consulting UK Limited, with registered office at 3 Perth House, CorbyGate Business Park, Priors Haw Road, Corby, Northamptonshire, NN17 5JG, United Kingdom, registered number 05638981 (“Cogent”) and

[Customer Name], with registered office at [Customer Address], (“Licensee”).

#### Licensed and Supported Programs

The license under this Agreement is for the following software application(s). The table below is a list of the licenses in place at the time of the Effective Date. New licenses can be purchased by the Licensee from time to time under the terms of this agreement and a list of licenses is available from Cogent at any time on request by the Licensee. This agreement does not require the license table below to be updated each time a new license is purchased by the Licensee.

Licenses	Description	Serial
2 x RPD-PER-0003-020K	Process Director for AP-0	VER R18585

#### Maintenance and Support

Cogent offers the following level of support services.

Level Regular

This support fee covers Cogent Regular support only which will be provided via Cogent on core product only, and interfacing through one support point in the Licensee. Standard UK office hours will apply

#### Fees

The license fee is: £

There will be a license fee for additional licenses as and when required by the Licensee.

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The support and renewal fee for each Period is: £13,036 \_\_\_\_\_

The support and renewal fee is invoiced upon Delivery of the Software.

The license fee for the test license and disaster and recovery license is not applicable. Unless otherwise agreed in writing in this Agreement, the test license and the disaster and recovery license are not covered by the support and maintenance services following of this Agreement.

#### Terms and Conditions

By signing this Agreement, Licensee agrees to the attached Terms and Conditions as part of this Agreement.

Definitions used in this Agreement are defined in Schedule 1 to the Terms and Conditions.

#### Payment Terms

Invoices shall be paid 30 days net of receipt of invoice. In the event of delay in payment, Cogent is entitled to charge interest for delay on the outstanding amount at a monthly rate of one % until full payment has been made. Fees for Periods are invoiced upon renewal and in advance.

All fees exclude value added tax, other local taxes including withholding taxes, delivery costs, customs and other public duties which are or may become payable as a consequence of this Agreement for which the Licensee is liable.

If at any time any monies payable by the Licensee to Cogent are overdue for payment, Cogent shall have the right at its sole discretion to suspend performance of the maintenance and support services specified in this Agreement until all such monies have been received by Cogent.

Effective Date: \_\_\_\_\_

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Cogent Consulting UK Limited

Cogent's signature [Customer Name]

Licensor's signature\*

Print Name Daniel Kimpton Print Name

Job Title Company Secretary Job Title

Date Date

(in block capitals)

(in block capitals)

\* This must be an individual within the organisation with the authority to bind the organisation to a legal contract. If the applicant is a UK Limited or Public Limited company then this should be an officer of the company (the company secretary or a director).

## 1. TERM AND LICENSE

1.1. This Agreement is valid from the Effective Date and during each thereafter following Period unless terminated by the Licensee giving written notice of termination no later than three months prior to the end of the then current Period. In absence of written notice of termination, this Agreement is accordingly automatically extended in Periods.

1.2. The Licensee is granted a non-transferable and non-exclusive license to use the Licensed Programs on maximum, at any given point in time, the number of computers, workstations, terminals or other electronic devices corresponding to the number of concurrent licenses granted.

1.3. Cogent may, from the expiry of the fourth Period limit or withdraw the provision of maintenance and support services following of Sections 2 and 3. Such action shall proportionally reduce the fee for the services.

## 2. MAINTENANCE

2.1. Cogent will provide the Licensee with Service Packs and new Versions when such are released from time to time for general distribution by the software author(s). The software author(s) may without notice change the Maintenance Release Plan which is available from Cogent on request.

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2.2. The Licensee may either download the Service Packs or new Versions from Cogent's support site or request delivery via email.

2.3. License of a Service Pack or a new Version may cause interference with functionality of the Licensee's system due to third party products. Such third party products may need to be updated reflecting the contents of the Service Pack or new Version supplied. To the extent Cogent is aware of such incompatibility, Cogent will in connection with making the Service Pack or the new Version available, notify the Licensee thereof.

### 3. SUPPORT

3.1. The Licensee has access to an online knowledge database including product documentation maintained and operated by Cogent.

3.2. Cogent operates an online support centre as a gateway to the Cogent support organization. The Licensee shall primarily use the registration system at the support centre for registration of Support Requests. As an alternative, the Licensee may initiate a Support Request by email during normal working hours of Cogent. Due to circumstances outside of the control of Cogent, the Licensee may not at all times have access to the registration system. Cogent shall in the event of a downtime use its best efforts to notify the Licensee thereof and provide the Licensee with alternative means to issue Support Requests.

3.3. Cogent may decline to process a Support Request should the Licensee not act in accordance with the terms and conditions of this Agreement.

3.4. The handling of a Support Request which concerns a disruption to or a reduction of the Licensed Programs' functionality with deviation from the Specifications is divided in the following events:

**Response** The acknowledgement from Cogent Support that the Support Request has been issued. Incident ID number created. Severity Level assessed and initial problem description documented.

**Resolution** The confirmed delivery of necessary instructions that – when applied – will remove or minimize the reported reduction of the Licensed Programs' functionality.

3.5. A Support Request which concerns a disruption to or a reduction of the Licensed Programs' functionality with deviation from the Specifications is categorized in different severity levels.

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1-Total Stop An issue which completely disables the functionality of the Software or prevents the end to end operation of the deployed Software in a production environment.

2 – Severe impact An issue which seriously affects the functionality or operation of the Software or deployed solution to a point where effective throughput is significantly reduced in a production environment.

3 – Material effect An issue having a material effect on the functionality of the Licensed Programs.

4 – Marginal effect An issue having minor affect on the functionality of the Licensed Programs.

### 3.6. Committed response times

#### Enterprise and Shared Services

Severity	Response	Resolution
1 – Total Stop	2 hours	16 hours *
2 – Severe impact	2 hours	40 hours

Hours mean local business hours Monday – Friday excluding national holidays (Vendor Cogent site)

\* For level Shared Services, Support Requests will be handled 24x5 Sunday 21:00 – Friday 23:00 GMT/UTC. Support Requests will be handed over at the end of local business hours to another Cogent support center operating in another time zone for uninterrupted handling.

3.7. Should Cogent fail to meet the committed response times set out above, Cogent shall issue an escalation action plan for the handling and resolution of the Support Request. Cogent shall immediately provide the Licensee with the action plan and Cogent shall update the plan continuously. Cogent shall, in agreement with the Licensee, appoint a contact person, as part of the action plan and the contact person shall consult with the Licensee on the further handling of the Support Request up to and including Resolution. The foregoing escalation procedure is the sole remedy for Cogent not meeting the response times.

3.8. Cogent presents on the Cogent helpdesk support site actual response times for all Severity Levels.

3.9. Cogent provides support in accordance with this Section 3 with respect to the two latest Versions of the Licensed Programs existing at each point in time plus six months. As an example; a customer uses Version 5-7. It has not passed six months since Version 5-8 was released. Cogent will assist the customer with respect to Version 5-7 up till six months after release date of Version 5-8. Cogent provides further information about maintenance and support of older versions on the Cogent helpdesk support site.

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3.10. Cogent shall keep a register of each Support Request where a need for revision of code is identified. Cogent shall – as part of the Resolution – inform the Licensee of the delivery plan of the identified revision. Revision of code pertaining to the standard version of the Licensed Programs is normally part of a Service Pack or new Version (see further the Maintenance Release Pan).

3.11. This Section 3.11 applies only with respect to Level Shared Services.

3.11.1. Cogent shall appoint a Support Delivery Manager (“SDM”) as primary contact for management of Support Requests issued by the Licensee. The SDM shall, with consideration to available resources, in consultation with the Licensee, make available a qualified team in cases of severe downtime for the purpose of providing resolutions in a time-efficient and appropriate way.

3.11.2. Cogent shall on a yearly basis on-site at the Licensee make a technical review of the infrastructure (software, networking, hardware and database) that surrounds the Licensed Programs for risk identification. The on-site visit is limited to one visit at one physical installation of the Licensed Programs. The review will be documented in a report addressed to the Licensee with possible proposals for action. Costs for travel and accommodation outside of the UK are not included.

3.11.3. Cogent shall on a yearly basis review the Licensed Programs installation(s) from a productivity level perspective where solution configuration, definition optimization and eventual obstacles are evaluated. The review will be documented in a report addressed to the Licensee with possible proposals for action. Costs for travel and accommodation outside of the UK are not included.

#### 4. EXCLUSION OF SUPPORT

4.1. The support services hereunder do not cover installation of Service Packs or new Versions.

4.2. This Agreement does not apply to any:

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- 4.2.1. Malfunction resulting from the Licensee's use of the Licensed Programs with other operating systems, equipment, accessories, environment or in any manner not specified in the Specifications;
- 4.2.2. Malfunction from incorrect implementation of the Licensee of a Service Pack or new Version;
- 4.2.3. Malfunction resulting from the Licensee's use of the Licensed Programs in a manner other than described in documentation or negligence on the part of the Licensee, its personnel or a third party or as a result of other circumstances beyond the control of Cogent; and
- 4.2.4. Other malfunctions caused by fault in products not developed by Cogent.

## 5. LICENSEE'S UNDERTAKINGS WITH RESPECT TO SUPPORT

### 5.1. The Licensee undertakes to:

- 5.1.1. Only let Named Callers handle and be in charge in all respects of Support Requests;
- 5.1.2. Establish and maintain the Named Callers' competence in the equipment hosting the Licensed Programs and relevant other third party software;
- 5.1.3. Follow the recommended network, hardware and software configuration with respect to production volumes and desired performance, at installation and during use;
- 5.1.4. On the equipment that hosts the Licensed Programs, not install software that might interfere, or that interferes, with the operations and maintenance of the Licensed Programs;
- 5.1.5. Before installation of a Service Pack or a new Version, consult Cogent for appropriate measures, or test the Service Pack or the new Version in a test environment identical to the environment in which the then current installation of the Licensed Programs operate according to mutually agreed procedures;

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5.1.6. During the handling of a Service Request and upon request, provide Cogent with system messages, copies of error messages and documentation associated with the issue if Cogent considers it necessary and as well information and data concerning any actions or changes made by the Licensee to Licensed Programs or to the equipment with which the Licensed Programs interacts; and

5.1.7. Follow backup and maintenance procedures specified in the Licensed Programs documentation and be fully responsible for such copies.

## 6. WARRANTIES

6.1. Cogent warrants, for a period of three months from the Acceptance Date, that the Licensed Programs, if operated as directed, will in all substantial parts conform to the Specifications.

6.2. In case of breach of the warranty in Section 6.1, such breach shall be remedied by correction of the Licensed Programs within two months from written notice. Should Cogent fail to remedy such breach within the stipulated time, the Licensee may i) terminate this Agreement and be refunded paid license fees; or ii) choose to keep the license for the Licensed Programs subject to a reduction in the license fees to be agreed by the parties in good faith.

6.3. The warranty in Section 6.1 is void if (i) the Licensed Programs are modified by the Licensee; or (ii) the media carrying the Licensed Programs is subject to accident, abuse or improper use; or (iii) the Licensee violates the terms of this Agreement; or (iv) the Licensed Programs are used on or in conjunction with hardware or software, including other versions and configurations, not recommended of Cogent.

## 7. INFRINGEMENT INDEMNITY

7.1. Cogent shall defend and indemnify Licensee from and against any and all liabilities and costs finally imposed upon Licensee by a competent court of law, arising out of any claim that the use of the Licensed Programs infringes a patent, copyright or other intellectual property right provided that (i) Licensee shall promptly notify Cogent thereof and (ii) Cogent shall have sole control and authority with respect to the defense, settlement, or compromise thereof and Licensee shall to a reasonable extent co-operate with and provide Cogent with necessary information.

7.2. In case of infringement, or risk of infringement determined at Cogent's sole discretion, in accordance with Section 7.1, Cogent shall either (i) procure for Licensee to continue to license the Licensed Programs or (ii) replace

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or modify the Licensed Programs so that they become non-infringing. If neither of such alternatives is, in Cogent's opinion, commercially reasonable, Cogent shall be entitled to terminate the license for the Licensed Programs with immediate effect against a refund of the latest license fee the Licensee has paid to Cogent.

7.3. Cogent will have no liability for any claim of infringement arising as a result of i) Licensee's use of the Licensed Programs in combination with any items not supplied or recommended in writing by Cogent where such combination is the basis of the infringement claim; ii) any modification of the Licensed Programs by Licensee or third parties; iii) use of other than the latest version of the Licensed Programs if use of the latest version would avoid the infringement; or iv) use of the Licensed Programs outside the scope of the granted license.

## 8. LIMITED LIABILITY

8.1. Except for the indemnity under Section 7, the total aggregate liability of Cogent arising out of, or in connection with this Agreement, whether for negligence or breach of contract or any other legal theory, shall in no event exceed two hundred and ten thousand pounds (£ 210,000.00).

8.2. To the maximum extent permitted by applicable law, Cogent shall not be liable for any indirect, incidental or consequential damages, (including, without limitation, damage or loss of business profit, lost savings, business interruption, third party claims, loss of business information or data, or any other pecuniary loss) arising out of the installation or use of or inability to use the Licensed Programs or the maintenance and support services.

## 9. COPYRIGHT AND RESTRICTIONS

9.1. The Licensed Programs are owned by Cogent and its suppliers and is protected by copyright laws, international treaty provisions and other applicable national laws. Licensee agrees to treat the Licensed Programs as copyrighted material. Licensee may not copy the Licensed Programs, except for installing the agreed number of copies (licenses) to use and for backup purposes.

9.2. Licensee shall not remove or alter Cogent's or Cogent's suppliers' copyright notices or other copyright notices, trademarks or logos in the Licensed Programs and Specifications.

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9.3. Licensee may not a) reverse engineer, decompile or disassemble the Licensed Programs otherwise than as permitted by statute; b) patch, modify or change the Licensed Programs other than in accordance with the Specifications; c) sublicense, distribute, loan, hire out or lease the Licensed Programs to a third party.

9.4. Licensee may, subject to prior written notice, transfer this Agreement and the license for the Licensed Programs (one or more complete installations) to an Affiliate. Subsequent to such transfer the receiving Affiliate is defined as Licensee under this Agreement.

9.5. The use of the Licensed Programs may be controlled by hardware dongles. If Cogent and Licensee have agreed thereto, Cogent shall replace such hardware dongles with License Files. The License Files constitute part of the Licensed Programs. Licensee may only install the License Files on the number of computers and workstations that corresponds to the number of licenses acquired. The permitted use of the Licensed Programs is unchanged. If Licensee has licensed the (i) "Invoices by Cogent" software (as defined as Licensed Programs) the use of the Licensed Programs is limited during each Period to process the number of invoices the parties have agreed on and which the Licensed Programs are configured and designed for; or (ii) "Forms by Cogent" software (as defined as Licensed Programs) the use of the Licensed Programs is limited to process the number of documents/pages the parties have agreed on and which the Licensed Programs are configured and designed for. The Licensee may not under not any circumstances exceed agreed volume without acquiring additional licenses.

9.6. The Licensee may only use the Licensed Programs for its own and for each of its Affiliates' account. Licensee may not use the Licensed Programs as a service bureau or in any similar activity, direct or indirect, for the benefit of any third party or to assign a third party to use the Licensed Programs for the account of Licensee. However, in the event of a divestment of one or more business units or legal entities of a Licensee under this Agreement (each a "Divested Business") such that the Divested Business ceases to be an Affiliate of the Licensee (a "Divestment"), the parties shall act in good faith in seeking to facilitate reasonable transitional arrangements in respect of Divested Businesses.

9.7. If the Licensee has purchased a Test License, Licensee may use the Test License only for testing in connection with upgrading of the Licensed Programs and allowed adjustment/configuration of the Licensed Programs. The Test License may under no circumstances be used for commercial production.

## 10. TERMINATION

10.1. If either party fails to make payment or should commit or permit other material breach of any of the obligations herein contained and should fail to remedy such breach within thirty days after receipt of notice from

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the complaining party, the other party is entitled to terminate this Agreement with immediate effect by giving notice of termination.

10.2. Upon termination or expiration of this Agreement, irrespective of reason, the Licensee shall erase all copies of the Licensed Programs and Disaster Recovery License and destroy the Specifications and return all hardware locks (dongles) and/or License Files to Cogent and in connection thereto give a written warranty to Cogent that the Licensee does not have any copies thereof left.

## 11. DISASTER LICENSE

11.1. The Licensee User shall install the Disaster Recovery License in premises solely controlled by the Licensee. The Licensee may to the extent necessary test the Disaster Recovery License in a non-production environment to check the reliance of the Disaster Recovery License as a back-up system.

11.2. The Licensee may not itself or let any third party, for its own or others' account, use the Disaster Recovery License for any other purpose whatsoever than what follows of Section 11.4. The Licensee shall make all necessary efforts to safeguard and secure that no third party has access to the Disaster Recovery License.

11.3. The Licensee may not copy, transfer, distribute, loan, hire out or lease the Disaster Recovery License to a third party.

11.4. Should the Licensed Programs be subject to loss by accident, fire, theft or other event, the Licensee may use the Disaster Recovery License in the commercial production in which the Licensed Programs were used to the same extent and subject to the same terms and conditions following of this Agreement.

11.5. The Licensee is obliged to immediately in writing notify Cogent and to specify all details of the loss of the Licensed Programs to Cogent's reasonable satisfaction.

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11.6. Should the Licensed Programs or part thereof be recovered, the Licensee shall immediately in writing notify Cogent and the Licensed Programs shall promptly be taken into production. The Licensee shall put back the Disaster Recovery License into back up position.

11.7. Unless Cogent has on the Licensee's request and payment, assisted in the installation and set up of the Disaster Recovery License, Cogent disclaims all warranties, express or implied, with respect to the use of the Disaster Recovery License. Any warranty or other undertaking in this respect shall always be in writing and signed by an authorised person to be binding upon Cogent. Any such warranty or undertaking is not valid should any change of the Licensee's IT environment, including but not limited to the configuration of the Licensed Programs, be made.

11.8. Cogent is entitled to charge the Licensee in connection with each change of the Disaster Recovery License and other assistance required for the change as agreed between the parties in each case.

## 12. GENERAL

12.1. The installation of Licensed Programs may increase the number of users or potential users of other software licensed to Licensee by other licensors. Therefore, Licensee may be obliged to acquire additional licenses for such other software. Cogent disclaims all liability in connection thereto and the Licensee is alone responsible for fulfillment of such possible requirements.

12.2. The Licensee agrees to maintain full, clear and accurate records as to all use of the Licensed Programs. Cogent shall have the right, no more than once during any calendar year, to have an independent certified public accountant or other disinterested third party to inspect the relevant records of Licensee and the physical installation(s) of the Licensed Programs and Test License on two business days notice and during regular business hours to verify the agreed extent of use and payments required to be made hereunder.

12.3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns. Except as set forth in Section 9.4 above, this Agreement shall not be assigned in whole or in part, by the Licensee without the prior written consent of Cogent, which consent shall not be unreasonably withheld. Cogent may transfer and assign this Agreement to third parties.

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12.4. The parties acknowledge and agree that any terms and conditions of any purchase order, sales acknowledgement or other document submitted to the other party by either party which conflict with the terms and conditions of this Agreement shall be of no force or effect, and the terms and conditions hereof control and supersede such conflicting documents and any course of conduct or usage of the trade inconsistent with any of the terms and conditions hereof.

12.5. The Licensee shall comply with all relevant export laws and regulations of the UK and other applicable export and import laws to assure that Licensed Programs are not exported, directly or indirectly, in violation of applicable laws.

12.6. Any amendments or supplements to this Agreement, subsequent to its execution, shall be made in writing and, with respect to Cogent, shall be signed by the Managing Director of Cogent to be binding.

12.7. Each party shall be entitled, after consultation with the other party, to make announcements and give press releases in connection with signature and performance of this Agreement including information on the value, the parties involved and any other relevant information. Nothing herein shall prevent either party from making any announcement of filing required by law, regulations or by the rules and regulations of any stock exchange on which it is listed. Cogent may use Licensee's name and logo in connection with marketing activities, such as customer lists on the web, marketing material and conferences and expositions. Licensee shall to a reasonable extent participate in Cogent produced marketing videos for display on the web and elsewhere. Further, subject to reasonable notice and consultation, Cogent may make reference visits at Licensee together with potential customers. Cogent shall compensate Licensee for reasonable costs Licensee may incur in connection with now mentioned activities.

12.8. This Agreement shall be governed by the laws of England and each party agrees to submit to the exclusive courts of London, England.

#### LICENSE AGREEMENT

TERMS AND CONDITIONS \_\_\_\_\_

#### SCHEDULE 1 – DEFINITIONS

Acceptance Date            The date defined as Acceptance Date in the Professional Services Agreement if such agreement is entered into between the parties. If no Professional Agreement is executed, then Acceptance Date

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in this Agreement means when the Programs are deployed into production environment. If individual licenses/applications are installed at different times, the Acceptance Date shall commence for each such individual license/application at each deployment into production environment.

**Affiliates** Each company controlled by the Licensee or a company controlling the Licensee and each company controlled by such controlling company where control shall mean ownership of more than fifty % in respect of capital as well as voting rights

**Agreement** This agreement with attached schedules and all documents referenced to

**Effective Date** The date of the execution of this Agreement specified on page 2

**License Files** Soft license files that replace hardware dongles for access to and operation of the Licensed Programs and Disaster Recovery License

**Licensed Programs** The programs specified one page 1

**Maintenance Release Plan** The timetable for release of Service Packs and new Versions as determined of Cogent from time to time and available on the Cogent Web Support Pages

**Named Callers** Appointed individuals of the Licensee for handling of Support Requests

**Period** Each subsequent 12 month period following Acceptance Date or the date specified on page 1 under Fees, whichever date comes first

**Points of Contact** The various Cogent support centers around the world

**Cogent's helpdesk support pages** The web pages operated of Cogent containing among other things instructions and details with respect to handling of support and provision of maintenance

**Service Pack** An update of existing functionality of the Licensed Programs generally provided to all customers in accordance with the Maintenance Release Plan

**Specifications** The manuals and documentation accompanying the Licensed Programs including the Help System in the Licensed Programs

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**Support Request** A request for assistance with respect to; (i) a report of disruption to or a reduction of the Licensed Programs' functionality with deviation from the Specifications; or (ii) a report of unexpected behavior of the Licensed Programs with deviation from the Specifications; or (iii) questions with respect to the functionality of the Licensed Programs not adequately specified in the Specifications

**Version** An upgrade of the Licensed Programs containing new functionality and a general update. A Version is identified by a subhead-number. E.g. 5-7 is one Version and 5-8 is another Version, unless specifically stated otherwise in a release

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