



Legal agreement for the supply of the Mycelia software service

Contents

| | |
|----------------------|------|
| Summary of key terms | p.2 |
| Main agreement | p.6 |
| Signature page | p.22 |

Summary of key terms

This section does not form part of the legal agreement. It summarises the key terms of the agreement, so that you can see them in one place and in plain language, and also provides relevant background information.

The references given *in italics* show you where in the agreement the term is implemented.

This summary does not cover every term in the agreement, and you should read the agreement in full before signing.

In this summary “the Authority” means your organisation.

Timing

Clauses 3 and 4.

The agreement starts when both Verna and the Authority have signed it.

The Mycelia service will be provided at a later date (the “onboarding date”), which is when the initial period of service starts.

No fee is payable until the service has started (i.e. the onboarding date).

Term

Clause 3.

The agreement is for an initial term of [insert initial term e.g. 2 years], starting from the onboarding date i.e. when Mycelia is provided to you.

The Authority has the choice of whether to renew (see right to renew, below).

Payment

Clause 4.

The price for the initial [insert initial term e.g. 2-year] period is [insert total price for initial term] + VAT. This becomes payable to Verna on the onboarding date, i.e. the date that Mycelia is provided. There is nothing to pay before the service is provided.

This is a flat fee per LPA, i.e. it doesn't scale with number of users.

This fee includes, at no additional cost, an allowance of 50 gigabytes of data storage. If the Authority builds up more than 50 gigabytes of data stored on Mycelia, then at renewal there will be an additional data fee which passes onto the Authority the cost to Verna of storing and handling the extra data (at cost i.e. with no profit for Verna). See right to renew, below, for further details of this data fee.

Right to terminate

Clauses 7.1 and 7.2.

The Authority has the right to terminate the agreement at any time after the onboarding date (without needing a reason). This will not lead to any refund of fees already paid or outstanding, but it will initiate the offboarding process if desired (see right to offboarding, below).

This means that, while the Authority has a right to renew the agreement should it wish to, it is not “locked in” and can discontinue the service at any time.

Right to renew

Clauses 3.2 and 1.12, 4.2-4.4.

After the initial term ends, the Authority is able to renew the agreement for another 12-month period. This right continues indefinitely i.e. the agreement can continue for any number of years.

In the absence of other instructions, the agreement will renew automatically to ensure continuity of service (but note that the Authority can choose to cancel at any time, see above).

The renewal will be at the same price, except for an annual increase in line with inflation.

The only circumstances in which the price can increase by more than inflation are if:

- The Authority stores more than 50 gigabytes of data on Mycelia. In this case there will be an additional data fee at renewal, equal to the cost to Verna of storing and handling the extra data (i.e. with no profit). The exact implications of this will depend on how much data the Authority uploads per case, and how much cloud data costs are in the future, but to give you a rough idea: we think these extra costs might kick in at around 1000 cases on the system, and at current prices each additional 50 gigabytes / 1000 cases might cost around £100 per year.
- Mycelia develops to provide significant functionality that goes beyond validation, assessment, monitoring, and reporting of ecology cases. In this case, Verna will work with the Authority to agree a new price which reflects the additional value being provided (and the Authority always has a right to cancel should agreement not be reached).

Right to support

Clause 6.

Support is included at no extra cost.

The Verna team are available by phone and email from 9am to 5pm, Monday to Friday. Outside these hours, support requests can be left to be picked up the following day.

Verna aims to acknowledge support requests within four hours, and to fix problems within 5 working days for routine issues (e.g. for minor bugfixes or advice on using the system) and 24 hours for critical issues (e.g. issues making the system unusable).

The support service includes assistance and training to help you get set up with Mycelia, including support to get any data you already have loaded into the system.

Right to offboarding

Clauses 7.6 and 7.7.

If the Authority ends the agreement in the future (e.g. by choosing not to renew it), Verna will provide assistance with moving your data out of Mycelia so that you have it available for future use.

Confidentiality and data security

Clauses 5.2 and 10.

All of the data the Authority uploads to Mycelia is kept confidential, and cannot be accessed by other Mycelia users or anybody else (other than necessary access by Verna's own team). The exception is when you choose to use Mycelia reporting functionality to produce outputs to share with your stakeholders.

Verna follows cyber security best practice, and all of your data is kept in secure servers with regular back-ups.

Privacy

Clause 11.

Verna is registered with the Information Commissioner's Office, and has a full privacy policy which is available [here](#).

The Authority's Mycelia account will only contain personal data uploaded by you, for your own use and records.

When Mycelia processes this data for you (for example, recording it when entered by one of the Authority's users and making it available later to another of the Authority's users), the processing is in accordance with data protection laws.

Intellectual property

Clause 12.

The agreement maintains Verna's and the Authority's intellectual property rights.

Verna keeps ownership of its intellectual property e.g. the current and future versions of Mycelia.

The Authority also keeps ownership of all its present and future intellectual property.

Listing of the Authority as a Mycelia user

Clauses 12.3 and 12.4.

We want to celebrate your adoption of leading-edge technology for ecology.

The agreement allows Verna to include the Authority's name and logo in a list of Mycelia customers, on our website and other materials such as reports or brochures.

Verna is only allowed to use the name and logo for this specific purpose, and only for the duration of the agreement, and it must be used in accordance with any brand guidelines supplied by you.

The agreement also gives the Authority the same rights to Verna's name and logo, should you wish to highlight your involvement with Mycelia.

Main agreement

1. Definitions

- 1.1. **Agreement** means this contract.
- 1.2. **Verna** means Verna Earth Solutions Ltd, a company registered in England and Wales with company number 12745191, whose registered office is at 91 Cowley Hill, Borehamwood, England, WD6 5NA.
- 1.3. **The Authority** means [insert full name and address].
- 1.4. **Service** means the Mycelia cloud software service, to be provided by Verna to the Authority under this Agreement, incorporating functionality to support the validation, assessment, monitoring, and reporting of ecology cases.
- 1.5. **Documentation** means the manuals and other documentation made available to the Authority by Verna in respect of the Service where applicable, as updated, replaced, or supplemented from time to time by Verna.
- 1.6. **Agreement Date** means the date of signing of this Agreement.
- 1.7. **Onboarding Date** means the date from which the Service is provided to the Authority.
- 1.8. **Initial Term** means the [insert initial term e.g. 2-year] period beginning on the Onboarding Date.
- 1.9. **Term** means the Initial Term and any subsequent additional periods continuing in accordance with clause 3.2.
- 1.10. **Initial Fee** means [insert total fee for initial term, excluding VAT].
- 1.11. **Initial Renewal Fee** means [insert annual fee for renewals, excluding VAT].
- 1.12. **Annual Fee** means the annual fee in the case of the Agreement being renewed, in accordance with clause 4.
- 1.13. **Data Fee** means:
 - 1.13.1. in the case that the total amount of the Authority's data stored by the Service is less than or equal to 50 gigabytes: £0; or
 - 1.13.2. in the case that the total amount of the Authority's data stored by the Service exceeds 50 gigabytes: the full annual cost to Verna (incorporating no element of profit for Verna) of storing and processing the amount by which the Authority's data stored by the Service exceeds 50 gigabytes.
- 1.14. **Users** means employees of the Authority and any additional individuals (such as agents or consultants), who the Authority permits to access and

use the Service on behalf of the Authority, provided that Verna has given prior written agreement to each such individual accessing and using the Service.

- 1.15. **Confidential Information** means any and all secret or confidential information of any type in written, electronic or any other form or medium, whether disclosed before, on or after the Agreement Date.
- 1.16. **Intellectual Property Rights** means all patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.17. **Public Sector Geospatial Agreement** means the Public Sector Geospatial Agreement operated by Ordnance Survey.
- 1.18. **Personal Data** means any information relating to an identified or identifiable natural person which is submitted by the Authority in respect of the provision and use of the Service. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.19. **Data Subject** means the identified or identifiable person to whom Personal Data relates.
- 1.20. **Processing** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.21. **Data Protection Laws** means all laws and regulations, including the United Kingdom Data Protection Act 2018 and Regulation (EU) 2016/679 (General Data Protection Regulation) (**GDPR**) and any successor legislation, applicable to the Processing of Personal Data under this Agreement, as amended or updated from time to time.
- 1.22. **Data Controller** means the entity which determines the purpose and means of Processing of Personal Data.

- 1.23. **Data Processor** means the entity which Processes Personal Data on behalf of the Data Controller.
- 1.24. **Sub-processor** means any Data Processor engaged by Verna.
- 1.25. **Third Party Applications** means any applications or software products or services that interoperate with the Service but which are not provided by Verna.
- 1.26. **Privacy Policy** means the privacy policy applicable to the Authority's use of the Service, as updated from time to time, and accessible via the Verna website or as otherwise made reasonably available by Verna.

2. Provision of the Service

- 2.1. Verna grants to the Authority a non-exclusive, non-transferable right to permit the Users to use the Service and the Documentation during the Term solely for the Authority's internal business operations.
- 2.2. Verna may, at its sole discretion, choose to update the Service and the Documentation from time to time.

3. Duration

- 3.1. The Agreement comes into force on the Agreement Date.
- 3.2. The Agreement continues until the end of the Term and, thereafter, unless the Agreement is terminated by either party (for example, but not limited to, the Authority exercising its right to terminate by giving 30 days' written notice in accordance with clause 7.2), the Agreement will be automatically renewed for successive periods of 12 months (each a **Renewal Period**), subject to clauses 4.4 and 7.3.

4. Payment

- 4.1. Verna will issue an invoice to the Authority on the Onboarding Date or as soon as practicably possible thereafter, for the Initial Fee together with VAT at the applicable rate.
- 4.2. In the case of the Agreement being renewed in accordance with clause 3.2, Verna will issue an invoice to the Authority at the start of each Renewal Period for the sum of (i) the Data Fee and (ii) the Annual Fee as determined in accordance with clauses 4.3 and 4.4, together with VAT at the applicable rate.
- 4.3. At the start of each Renewal Period:
 - 4.3.1. if it is the first Renewal Period following the Initial Term the Annual Fee will be the Initial Renewal Fee, increased by the greater of 3% and the average of the Retail Prices Index over the preceding 12-month period, subject also to any additional increase in accordance with clause 4.4; or

- 4.3.2. if it is the second or subsequent Renewal period following the Initial Term Verna will be entitled to increase the Annual Fee, in comparison with the fee charged for the preceding 12-month period, by the greater of 3% and the average of the Retail Prices Index over the preceding 12-month period.
- 4.4. At the start of each Renewal Period, in the case that the functionality provided by the Service has grown beyond support for validation, assessment, monitoring, and reporting of ecology cases, Verna will be entitled to increase the Annual Fee by any amount subject to mutual written agreement with the Authority. If Verna and the Authority do not reach agreement on an Annual Fee under this clause 4.4, the renewal of the Agreement will be cancelled and the Agreement will terminate at the end of the Term.
- 4.5. The Authority will pay invoices issued by Verna by bank transfer within 30 days of issuance, without deduction, withholding, or set-off.
- 4.6. Without prejudice to any other right or remedy of Verna, if the Authority fails to make any payment under this Agreement on or before the due date for payment then Verna will be entitled to claim interest on the unpaid amount under the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.7. Verna will be entitled to audit the Authority's use of the Service and the number and type of users of such in the Authority's business and the Authority will provide all reasonable assistance to Verna or its third party auditors in respect of such audit.

5. Service availability

- 5.1. Verna aims to maintain availability of the Service 100% of the time except for when:
 - 5.1.1. planned maintenance needs to be performed in which case Verna will endeavour to give the Authority 48 hours' notice of such maintenance; and
 - 5.1.2. unscheduled maintenance needs to be performed, including but not limited to maintenance required to correct an urgent problem with the Service.
- 5.2. Verna will back up all data on the Service regularly. In the unlikely event that the Service suffers a failure which results in any loss of data, Verna will restore the data to the latest backup.

6. Support

- 6.1. Verna will provide the Authority with the support described in this Agreement at no additional charge. If the Authority requests additional services which Verna agrees to provide, Verna may make an additional

charge to be mutually agreed with the Authority before the additional services are provided.

- 6.2. Verna will provide the Authority with a reasonable level of support and training to assist the Users in accessing and using the Service. This may include supporting the Users to upload the Authority's pre-existing data to the Service. Verna is entitled to determine what constitutes a reasonable level of support, and will inform the Authority if any support requested is beyond this level and would result in a charge in accordance with clause 6.1.
- 6.3. The Authority may notify Verna of a proposed problem with the Service in writing (including by email or Microsoft Teams message) at any time, and by telephone between 9am and 5pm Monday to Friday excluding bank and public holidays. Written notifications received outside of these hours will be treated as received at 9am the following weekday excluding bank and public holidays.
- 6.4. Verna aims to acknowledge each notification issued pursuant to clause 6.3 within 4 working hours (being hours between 9am and 5pm Monday to Friday excluding bank and public holidays) of receiving it, and as a minimum Verna will acknowledge each notification no later than the weekday (excluding bank and public holidays) following the day of its receipt.
- 6.5. Once notified, Verna will determine, at its sole discretion, whether the proposed problem constitutes a material defect or error in the Service (a **Problem**), and will notify the Authority of its determination.
- 6.6. Once notified of a Problem, Verna will use its reasonable endeavours to correct the Problem within a reasonable period of time. Verna aims, but does not guarantee, to correct Problems:
 - 6.6.1. within 24 hours, where the Problem is a total failure of the Service, renders a key component of the Service inoperable, or constitutes a material risk to the security or privacy measures of the Service; or
 - 6.6.2. within 5 working days, for Problems which do not fall under the description in clause 6.6.1.
- 6.7. Once a Problem notified to Verna by the Authority has been corrected, to the extent possible Verna will notify the Authority of the correction, specifying the nature of the correction and providing any instructions for the use of the corrected version of the Service.
- 6.8. Verna may not be able to provide support related to, or correct Problems caused by:
 - 6.8.1. incorrect or erroneous use of the Service; and
 - 6.8.2. defects or errors caused by use of the Service on or with a system not meeting system requirements specified by Verna.

7. Termination and offboarding

- 7.1. Either party may terminate this Agreement immediately upon notice in writing to the other party in the event that the other party commits a breach of its obligations under this Agreement and:
 - 7.1.1. such breach is material and cannot be remedied; or
 - 7.1.2. such breach is material and possible to remedy and that the other party fails to remedy such breach within 30 days of having been required in writing to remedy such breach.
- 7.2. The Authority may terminate this Agreement at any time after the Onboarding Date by giving Verna at least 30 days' written notice of termination.
- 7.3. At any time after the Onboarding Date Verna may give the Authority at least 90 days' written notice that the Agreement will not be renewed at the end of the current Term, in which case the Agreement will not be renewed in accordance with clause 3.2 and will terminate at the end of the current Term.
- 7.4. The termination of this Agreement will be without prejudice to the rights and remedies of either party which have accrued up to the date of termination.
- 7.5. Upon termination of this Agreement:
 - 7.5.1. the provisions of clauses 1, 4, and 7 to 22 inclusive will continue in full force and effect, as will all other provisions which are expressed to or intended to survive termination; and
 - 7.5.2. each party shall make no further use of all of the other party's property (including without limitation Confidential Information), Documentation, software, and other items (and all copies of them) in its possession at the date of termination; and
 - 7.5.3. all licences granted by Verna to the Authority under this Agreement will immediately terminate.
- 7.6. The Authority may give Verna written notice no later than ten days after the effective date of termination of this Agreement requesting a copy of the Authority's data. If the Authority gives such notice by such time, Verna will use its reasonable commercial endeavours to deliver to the Authority the then most recent back-up of the Authority's data in a format useable by the Authority within 30 days' of receiving the Authority's notice, provided that the Authority has at that time paid all fees and charges outstanding at the date of termination (whether or not due at the date of termination).
- 7.7. Verna will make no additional charge for providing the Authority with a reasonable level of data extraction support under clause 7.6. If the Authority requests a level of data extraction support that Verna determines to be beyond reasonable (including but not limited to requesting delivery of data

in a non-standard format), Verna may make an additional charge to be mutually agreed with the Authority before the data extraction support is provided.

- 7.8. If the Authority does not give Verna notice in accordance with clause 7.6, or after the data has been delivered to the Authority in accordance with clause 7.6, Verna may destroy or otherwise dispose of any of the Authority's data in its possession.

8. Verna's warranties

- 8.1. Verna warrants to the Authority that:
 - 8.1.1. it has full capacity and authority to enter into this Agreement; and
 - 8.1.2. subject to clause 8.2, it will use reasonable endeavours to ensure that during the Term the Service will function materially in accordance with the Documentation and any descriptions of its functionality provided to the Authority, however Verna does not warrant that the Service is error or defect free or is capable of operation with any equipment or software or that it will meet the Authority's requirements; and
 - 8.1.3. subject to clause 8.2, the Service will not infringe the Intellectual Property Rights of a third party.
- 8.2. The warranties set out in clause 8.1 are subject to the following conditions:
 - 8.2.1. the Authority using the Service in accordance with the provisions of this Agreement; and
 - 8.2.2. such warranties will not apply to the extent of any non-conformance which is caused by use of the Service contrary to Verna's instructions, or any modification or alteration of the Service by any party other than Verna or Verna's duly authorised contractors or agents.
- 8.3. The Authority acknowledges that the Service is provided via the Internet and Verna cannot control the availability of the Service or that the Service will be uninterrupted.
- 8.4. The Authority acknowledges that it is its responsibility to assess whether the Service is fit for its purpose and to the extent permitted by law, Verna expressly excludes all implied (whether implied by statute, conduct, a course of dealings or otherwise) terms, conditions and warranties including without limitation that the Service or associated support are fit for purpose and/or or satisfactory quality.

9. The Authority's obligations

- 9.1. The Authority warrants to Verna that it has full capacity and authority to enter into this Agreement.

- 9.2. The Authority will be solely responsible for promptly providing, configuring and maintaining its own systems and all hardware, software and network connections necessary to enable it to connect to the Internet to access and use the Service. The Authority will be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Authority's own network connections or telecommunications links or caused by the Internet.
- 9.3. The Authority undertakes (except to the extent permitted by: (1) law, and only then for the specific limited purposes stated in such applicable law; or (2) this Agreement):
 - 9.3.1. not to make available the Service and/or Documentation in whole or in part and in any form, whether for sale or otherwise, to any person except the Users without prior written consent from Verna and to supervise and control the use of the Service and to ensure that all of the Users comply with the terms of this Agreement; and
 - 9.3.2. to use the Service and/or Documentation solely for its internal business purposes unless otherwise agreed in writing with Verna and not to use the Service to provide any form of bureau services, managed services, outsourced services, sub-licensing, time sharing, rental, facility management, or to process data on behalf of a third party or provide any other form of services or access to the Service and/or the Documentation to any third party unless otherwise agreed in writing by Verna; and
 - 9.3.3. not to copy all or any part of the Service and/or the Documentation and/or any software used to provide the Service (other than as specifically permitted by Verna) nor otherwise modify, reproduce, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute any or all portion of the Service and/or the Documentation and/or any software used to provide the Service in any form or media or by any means or reverse engineer or otherwise reduce to human-perceivable form all or any part of the software used to provide the Service.
- 9.4. The Authority will:
 - 9.4.1. save in respect of the rights to use and receive the Service and associated support granted by Verna under this Agreement, obtain all necessary consents, licences and permissions which are reasonably necessary in order for the Authority to use and receive the Service and associated support; and
 - 9.4.2. where the Authority provides materials or data to Verna, provide written permission from all relevant third party Intellectual Property

Rights holders that they consent to Verna receiving such materials;
and

9.4.3. indemnify Verna against all damages, losses, costs and expenses (including without limitation reasonable legal fees) resulting from any claim that Verna's use of materials or data (or part thereof) provided by the Authority infringes the Intellectual Property Rights of a third party.

9.5. The Authority acknowledges that it has no right to any commission, royalty, or other payments on the enrolment of new users to the Service, licensing of the Service or any of Verna's other services or products arising from enquiries about the Service or any of Verna's other services or products from any third parties.

9.6. The Authority warrants to Verna that it maintains membership of the Public Sector Geospatial Agreement and that should its membership of the Public Sector Geospatial Agreement cease:

9.6.1. it will notify Verna immediately in writing; and

9.6.2. it acknowledges that the cessation of its membership of the Public Sector Geospatial Agreement constitutes a material breach of this Agreement in accordance with clause 7.1.

10. Confidentiality

10.1. Each party to the Agreement is referred to as the **Recipient** when it receives or uses Confidential Information disclosed by the other party.

10.2. The Recipient undertakes not to use Confidential Information disclosed by the other party for any purpose other than in accordance with this Agreement, without first obtaining the written agreement of the other party.

10.3. The Recipient undertakes not to disclose Confidential Information disclosed by the other party to any third party except to the Recipient's officers, employees, agents or sub-contractors who need to know the Confidential Information and who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in this clause 10.

10.4. The undertakings in clauses 10.2 and 10.3 do not apply to:

10.4.1. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or

10.4.2. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient.

10.5. Nothing in this Agreement will prevent the Recipient from making any disclosure of Confidential Information required by law or by any competent authority.

11. Privacy and data protection

- 11.1. Verna may Process Personal Data on behalf of the Authority in accordance with the Privacy Policy and in accordance with these details:
- 11.1.1. **Data Subjects:** The Personal Data Processed will concern the following categories of Data Subjects: individuals to whom Personal Data uploaded by the Authority to the Service relates, including without limitation Users, applicants for planning permission, those delivering projects that have received planning consent, and agents and employees of any of the foregoing.
 - 11.1.2. **Categories of data:** The Personal Data Processed will concern the following categories of data: Information submitted by the Authority relating to the Data Subjects as part of the Authority's use of the Service. This will include, but not be limited to: name, address, telephone numbers, and email addresses.
 - 11.1.3. **Special categories of data:** The Personal Data Processed will concern the following special categories of data: The Service does not include standard data fields for special categories of Personal Data; however, Users can enter free-text data which could include special categories of data as defined by the applicable Data Protection Laws.
 - 11.1.4. **Processing operations and duration of processing:** The Personal Data Processed will be subject to the following basic processing activities: The Personal Data will be Processed for the Authority in respect of certain services provided by Verna to the Authority pursuant to this Agreement, including but not limited to (i) the validation and assessment of planning applications; and (ii) the monitoring of consented development projects; and (iii) the reporting of the progress of such projects to government bodies, citizens, and other stakeholders; and (iv) the maintenance of records required to do so effectively. Verna will Process the Personal Data in accordance with the Authority's instructions from time to time and will not Process the Personal Data for any purpose other than those expressly authorised by the Authority or as set out in this Agreement.
- 11.2. The parties acknowledge and agree that in respect of Processing the Personal Data the Authority is the Data Controller, Verna is the Data Processor, and Verna may engage Sub-processors pursuant to this Agreement.
- 11.3. The Authority will, in its use of the Service, Process Personal Data in accordance with the requirements of the Data Protection Laws and will

ensure that an instructions provided to Verna for the Processing of Personal Data will comply with Data Protection Laws.

- 11.4. The Authority will be responsible for ensuring the Personal Data provided by the Authority to be Processed by Verna pursuant to this Agreement is Processed on lawful grounds.
- 11.5. Each party must immediately notify the other if it becomes aware of a complaint or allegation of breach of the Data Protection Laws by any person or an investigation or enforcement action by a regulatory authority, in connection with this Agreement.
- 11.6. Verna will, to the extent required by applicable Data Protection Laws:
 - 11.6.1. not access or use the Personal Data except as necessary to provide the Service, and will only Process such Personal Data in accordance with this Agreement and only on the Authority's instructions;
 - 11.6.2. implement appropriate technical and organisational measures to protect any Personal Data against unauthorised or unlawful Processing and accidental loss, disclosure, access, or damage;
 - 11.6.3. cooperate and provide reasonable assistance to the Authority in connection with the Authority's compliance with the Data Protection Laws insofar as it relates to the Service. This may include assistance with: (i) responding to requests from individuals or authorities; (ii) notifying data breaches to affected individuals or authorities; and (iii) carrying out data protection impact assessments;
 - 11.6.4. delete or return to the Authority all Personal Data upon the Authority's request or on termination or expiry of this Agreement, unless otherwise required under applicable laws;
 - 11.6.5. ensure that persons authorised to access the Personal Data are subject to confidentiality obligations, whether by contract or statute;
 - 11.6.6. as soon as reasonably practicable, promptly notify the Authority in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. The notice will specify: (i) the categories and number of individuals concerned; (ii) the categories and number of records involved; (iii) the likely consequences of the breach; and (iv) any steps taken to mitigate and address the breach;
 - 11.6.7. give the Authority access during normal working hours to audit any relevant records and materials held by Verna which are necessary to demonstrate compliance by Verna with its obligations under this Agreement. To the extent permissible under Data Protection Laws, the Authority will: (i) reimburse Verna for any reasonable costs

incurred in relation to any audit requested by the Authority; and (ii) take all steps necessary to minimise the disruption to Verna's business.

- 11.7. For the avoidance of doubt, Verna will be entitled to collect anonymous and/or aggregated data regarding the Authority's use of the Service, provided that no individual natural person can be identified from such data (**Aggregate Data**). Verna will own all right, title and interest in and to the Aggregate Data and Verna will not be required to Process such data in accordance with this Agreement.
- 11.8. Subject to clause 11.10, the Authority hereby acknowledges and agrees that Verna may engage third party Sub-processors in connection with the provision of the Service. Verna will provide the Authority on request with a current list of Verna's Sub-processors for the Service (**Sub-processor List**).
- 11.9. Verna will notify the Authority of any new Sub-processors by updating the Sub-processor List and notify the Authority by email before authorising the new Sub-processor to Process Personal Data in connection with the Service provided to the Authority. The Authority may object to Verna's use of a new Sub-processor by notifying Verna promptly in writing within five (5) business days after receipt of Verna's notice. In the event the Authority objects to a new Sub-processor, Verna will use reasonable efforts to make available to the Authority a change in the Service to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Authority. If Verna is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, the Authority may terminate this Agreement by providing written notice to Verna.
- 11.10. Verna confirms that it has entered into or (as the case may be) will enter into a written agreement with any Sub-processor incorporating terms which are no less protective than those set out in this Agreement to the extent applicable to the nature of the services provided by such Sub-processor. Verna will remain liable for the acts and omissions of its Sub-processors to the same extent Verna would be liable if performing the services of each Sub-processor directly under the terms of this Agreement.
- 11.11. The Authority acknowledges and accepts that Third Party Applications may have access to Personal Data where they have been integrated with the Service directly by the Authority or on its instruction. In respect of such Third Party Applications, the Processing of any Personal Data by the relevant third party processor will be governed by the agreement entered into between the Authority and the relevant third party processor. Verna will not be responsible for any loss, corruption, unauthorised use or disclosure of Personal Data to the extent caused by such third party processors or as a result of the Authority's use of any Third Party Applications.

11.12. Verna will not transfer Personal Data from the UK or the EEA to any other country outside of the EEA without prior written consent from the Authority, except for transfers to and from: (i) any country which has a valid adequacy decision from the European Commission or the United Kingdom (as applicable); or (ii) any organisation which ensures an adequate level of protection in accordance with the applicable Data Protection Laws; or (iii) otherwise in accordance with the applicable Data Protection Laws.

12. Intellectual property

- 12.1. All of Verna's Intellectual Property Rights, including but not limited to those in the Service, the Documentation and the software used to provide the Service, will remain vested in Verna and/or its licensors.
- 12.2. All of the Authority's Intellectual Property Rights, including but not limited to those in any data or materials provided to Verna by the Authority, will remain vested in the Authority.
- 12.3. Verna hereby grants the Authority a non-exclusive, non-transferable, royalty-free licence during the Term to use Verna's name and logo for the sole purpose of presenting the Authority as a user of the Service on the Authority's website and other communication materials, such use to be only in accordance with brand guidelines issued by Verna from time to time and such licence to expire when this Agreement terminates.
- 12.4. The Authority hereby grants Verna a non-exclusive, non-transferable, royalty-free licence during the Term to use the Authority's name and logo for the sole purpose of presenting the Authority as a user of the Service on Verna's website and other communication materials, such use to be only in accordance with brand guidelines issued by the Authority from time to time and such licence to expire when this Agreement terminates.
- 12.5. Except as expressly set out in this Agreement the Authority will not acquire any right, title or interest in or to the Intellectual Property Rights of Verna or its licensors. Where the Authority acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in this clause 12.5 it shall assign in writing such Intellectual Property Rights as it has acquired to Verna on its request (whenever made).
- 12.6. Subject to clause 13, Verna agrees to indemnify the Authority against all damages, losses, costs and expenses (including without limitation reasonable legal fees) resulting directly from a finding by an English Court that the use of the Service by the Authority in accordance with the Agreement infringes the copyright or trade secrets of a third party in the United Kingdom provided that the Authority:
- 12.6.1. gives notice to Verna of any such claim of infringement as soon as it becomes aware of such claim of infringement; and

- 12.6.2. gives Verna sole conduct and reasonable assistance (at the cost of Verna) in connection with the defence of any such claim of infringement and not admit liability or attempt to settle or compromise such claim without the prior written agreement of Verna; and
 - 12.6.3. uses its reasonable endeavours to mitigate any damages, losses, costs and expenses resulting from such claim of infringement.
- 12.7. In the event of a claim that the Service or Documentation or associated services infringe the Intellectual Property Rights of a third party, Verna will be entitled to:
 - 12.7.1. procure the right for the Authority to continue using the Service or Documentation or associated services; or
 - 12.7.2. make such modifications to the Service or Documentation or associated services or relevant parts thereof so that they become non-infringing without incurring a material reduction in their quality or performance; or
 - 12.7.3. replace the Service or Documentation or associated services or relevant parts thereof with non-infringing substitutes provided that such substitutes do not entail a material reduction in their quality or performance.
- 12.8. The parties agree that this clause 12 contains the sole and exclusive remedy of the Authority, in the event of a claim that Service or the Documentation or associated services infringe the Intellectual Property Rights of a third party.

13. Liability

- 13.1. Nothing in this Agreement will limit or exclude either party's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.
- 13.2. Nothing in this Agreement will exclude or restrict the Authority's obligations to pay fees in accordance with clause 4.
- 13.3. Subject to clause 13.2, neither party will be liable in any circumstances to the other party for consequential, special or indirect losses, or the following direct losses: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort (including without limitation negligence), or otherwise.
- 13.4. Subject to clauses 9.4.3, 12.6, 13.1, and 13.2, the aggregate liability of either party for all claims arising under or in connection with this Agreement, whether arising under contract, statute, tort (including without limitation negligence) or otherwise, will be limited to the fees and charges actually

paid to Verna by the Authority during the 12 months immediately preceding the date on which the claim arose.

13.5. Neither party will be liable for:

13.5.1. any failure to comply with the provisions of this Agreement if such default is attributable to any extent to the acts or omissions of: the other party; the other party's agents, employees or contractors; including without limitation, the failure of the other party to perform its obligations under this Agreement; or

13.5.2. any consequences arising from the other party failing to secure any necessary consents, licences, or permissions.

13.6. Verna will not be liable for:

13.6.1. any consequences arising from Verna complying with the Authority's instructions or requirements; or

13.6.2. any consequences arising from the Authority or the Users failing correctly to enter information into the Service.

13.7. The fees and charges due under this Agreement have been calculated on the basis that each party will exclude and limit its liability as set out in this Agreement, and the parties therefore agree that the limitations and exclusions of liability in this Agreement are reasonable.

14. Assignment and sub-contracting

14.1. Either party is permitted to assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement, provided that such actions will not relieve that party from its obligations to the other party under this Agreement.

15. Variation

15.1. Either party may make changes to the terms of this agreement which are required by law by notifying the other party in writing of the required change. This clause does not affect either party's right to subsequently terminate the agreement in accordance with clause 7.

15.2. The parties may make changes to the terms of this agreement by mutual agreement in writing between the parties.

16. Force Majeure

16.1. **Force Majeure** means an event outside of an affected party's reasonable control, including but not limited to fire, accidental damage, natural disaster, epidemic, war, terrorist attack, riots, failure of machinery, computers or vehicles, industrial action, non-performance by suppliers or sub-contractors (excluding companies in the same group as the party seeking to rely on this clause), or interruption or failure of utility service.

- 16.2. If either party (the **Affected Party**) is prevented from complying with its obligations due to Force Majeure, it will not be in breach of this Agreement or otherwise liable to other party (the **Unaffected Party**) by reason of delay in performance or non-performance of any of its obligations due to Force Majeure.
- 16.3. If such Force Majeure persists for a continued period of 3 months, then the Unaffected Party will be entitled whilst the Force Majeure persists to terminate this Agreement immediately upon notice to the Affected Party.

17. No third party rights

- 17.1. The parties to this Agreement do not intend any third party to have any benefit under this Agreement. The parties therefore agree that no third party shall have the right to enforce any term of this Agreement.

18. No partnership

- 18.1. Nothing in this Agreement will create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties to this Agreement.

19. Severability

- 19.1. If at any time any part of this Agreement or a clause of this Agreement becomes void or unenforceable under any applicable law it will be deemed to be deleted from this Agreement and the remaining provisions of this Agreement will continue unaffected.

20. No waiver

- 20.1. No provision of this Agreement will be waived unless agreed to be waived by both parties in writing. If any provision is waived, then that waiver will operate for that instance only and not future instances, unless agreed otherwise by both parties in writing.

21. Entire agreement

- 21.1. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement (the **Subject Matter**) and supersedes all other written and oral communications between the parties relating to the Subject Matter. The express terms, conditions and warranties in this Agreement are in lieu of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise all of which are hereby excluded to the fullest extent permitted by law. The parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement.

22. Law and jurisdiction

22.1. This Agreement and any dispute or claim arising in connection with it will be governed by the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

Signed by the authorised representative of Verna:

Name:

Position:

Signature:

Date:

Signed by the authorised representative of the Authority:

Name:

Position:

Signature:

Date: