eShare Limited Agreement

Statement of Commercial Terms:

Contract:

The Client agrees to purchase licences to use MeetingSquared On-Premise with effect from the date of earliest signature of this agreement in accordance with eShare's Standard Terms and Conditions for MeetingSquared On-Premise.

The fees payable are set out below and additional services and licences will be provided as agreed with the client in accordance with eShare Standard Terms and Conditions for MeetingSquared On-Premise.

Signed for and on behalf of eShare Limited	**Signed for and on behalf of**
Signature:	**Signature:**
Print name: Alister Esam	**Print name:**
Date:	**Date:**
Title: CEO	**Title:**

Legal Entity: eShare Limited	**Legal Entity:** Client legal entity name
Registered address: eShare Limited 1 Oxford Road Newbury Berkshire RG14 1PD	**Registered address:**
eShare VAT number: 846632802	**Client VAT number:**
eShare accounts department address: as above	**Client Invoice Address:**
eShare invoicing email address: billing@eShare.net	**Client invoicing email address:**
Commencement Date: Date of earliest signature of this agreement by either party	

Invoice Details:

Package:	MeetingSquared On-Premise
No. of users	
Price per user per month (excluding VAT)	List price = Total per user per month =
Total price per month (excluding VAT)	List price = Total price per month =
App configuration charge:	£1,000 – if applicable

(minor configuration changes to the app is £1,000 but additional fees will apply if bespoke customisation is required)	
Billing Frequency:	Monthly
Terms:	eShare Standard Terms and Conditions for On-Premise

Additional Charges: Additional charges shall apply for the following

Additional User Licences	per user

Contact Details:

eShare Account Contact: Edward Rees	**Client Contact:**
Email address: Edward.rees@eshare.net	**Email address:**
Telephone number: 07833 084839	**Telephone number:**

eShare Standard Terms and Conditions MeetingSquared On-Premise

1. INTERPRETATIONS

1.1   In this Agreement:

"**Charges**" means the charges payable by the Client under this Agreement;

"**Client Data**" means any letter, report, note, document or other written material relating to the client.

"**Client Software**" means any software made available to eShare in relation to performance of or under this Agreement, and whether owned by the Client or licensed by the Client from any third party;

"**Commencement Date**" means the date of this Agreement;

"**Confidential Information**" is information which is proprietary, confidential and/or a trade secret of the disclosing party including, without limitation, information relating to the System or to the disclosing party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs;

"**eShare Partner**" means any entity that has entered an agreement with eShare to support the distribution of eShare goods or services.

"**eShare Software**" means the software provided by eShare for use by the Client including any tablet based applications and any software files either in existence at the date of this Agreement, or developed by eShare after this agreement has commenced. eShare Software includes, but is not limited to SharePoint installation files either in existence at the date of this Agreement, or developed by eShare independently of this Agreement;

"**eShare On-Premise Functional Specification**" means the specification containing the principal elements of the System which is maintained by eShare on the Operational Documentation Site.

"**Intellectual Property Rights**" means patents, trade marks, service marks, design rights (whether registerable or otherwise), copyright, applications for any of the foregoing, know how, trade and business names (including internet domain names and e-mail address names), and other similar rights and obligations whether registerable in any country (including but not limited to the United Kingdom), and rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing:

"**Operational Documentation Site**" means the site that is made available to the Client containing eShare's operational documentation supporting the eShare Software, including but without limitation:

- eShare On-Premise Functional Specification

- eShare Minimum System Requirements for On-Premise Solutions

- Data Processing Policy

eShare will maintain and amend this documentation as required. Client alerts will be established to any changes to the operational documentation.

"**Updates**" means any additional software, documentation and other items made available to the Client either directly or through eShare Partners;

"**User**" means an individual person (identified by a unique username and password) who has access to the System.

"**System**" means (as applicable) the software, documentation and other items comprising the system as specified in the eShare On-Premise Functional Specification.

1.2 Any reference in this Agreement to any statute or statutory provision, or to any regulatory document shall be construed as including a reference to the statute or statutory provision or regulatory document as from time to time amended, modified, extended or (as the case may be) re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from such statute or statutory provision, or regulatory document.

1.3 Unless the context otherwise requires words denoting the singular shall apply to the plural and vice versa and words denoting any one gender shall include all genders and the words denoting person shall include bodies corporate, unincorporated associations and partnerships.

1.4 Unless otherwise stated any reference to clauses, Schedules and annexes relate to clauses of, schedules to, and annexes to, and which form part of, this Agreement.

2 ESHARE OBLIGATIONS

2.1 In consideration of payment of the Charges by the Client, eShare shall provide the eShare Software and implementation instructions for the System in accordance with the terms and conditions of this Agreement.

3 CLIENT RESPONSIBILITIES

3.1 The Client shall be responsible for the following obligations (each a "Client Responsibility"):

3.1.1 Provision of resources with appropriate internal or external skills to install the eShare Software and any appropriate Updates into their IT infrastructure environment;

3.1.2 Ongoing support for the software installation through an eShare partner;

3.1.3 Prompt provision of all information, authorisations and co-operation reasonably required by eShare in respect of eShare's deployment of the System including information necessary to licence the software;

3.1.4 Promptly supply any data or other content (together with all necessary licences and permissions) to eShare which may be applicable to delivery of the System;

3.2 In the event that the Client fails to perform any of the Client Responsibilities and as a result eShare is prevented from pursuing performance of its obligations hereunder, eShare shall to the extent and for the duration that the failure prevents such performance, be relieved of any liability arising from such inability to perform.

3.3 If eShare is asked to perform any other work, including system development work, training or other work, eShare shall provide costs in advance for performing such work and, subject to the Client's written approval, shall be able to charge for that work including any expenses incurred..

3.4 The Client is responsible for their Users' use of the product. The Client shall:

3.4.1 have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all uploaded content;

3.4.2 ensure that they have all necessary permissions, consents, approvals and licenses for and to the uploaded content;

3.4.3 comply with all applicable local, national and foreign laws or regulations in connection with the use of the product;

3.4.4 not disclose personal information and or confidential information to non-users of the system, including but not limited to user names, email addresses, secret questions and or answers, telephone numbers or login credentials which could be used to gain access to the product.

3.4.5 Any data deleted by the client will remain on the backup system for 12 weeks before it is fully automatically erased.

3.5 The Client is authorised to use the product only for the legitimate activities. The Client shall be solely responsible for, and eShare shall have no responsibility for, monitoring and policing the adherence of Users of the product to all any such acceptable use guidelines and all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using any uploaded content.

4 SOFTWARE UPDATES

4.1   eShare shall issue Updates to the software no less than annually.

4.2   For the avoidance of doubt, all Updates are part of the System and all software included in the Updates are part of the eShare Software. As a result all clauses in this agreement that relate to the eShare Software and the System shall apply to Updates and software contained in the Updates.

4.3   When providing updates, eShare will communicate what is contained in each update.

4.4   eShare will provide installation guidance documentation and the necessary software files;

4.5   eShare reserves the right to charge for updates;

4.6   Client's responsibility to source skills to install the updates

5   ACCEPTANCE

5.1   Within one month of the installation of the eShare Software the Client will either:

5.1.1   Confirm that the System complies in all material respects with the eShare On-Premise Functional Specification;

5.1.2   Inform eShare that they believe the System fails to comply with the eShare On-Premise Functional Specification.

5.2   If the system fails to comply with the eShare On-Premise Functional Specification:

5.2.1   eShare and the Client shall work together in good faith to resolve the issues. Both parties will provide the necessary resources to resolve the issue until such point as:

5.2.1.1   The Client can confirm that the System complies in all material respects with the eShare On-Premise Functional Specification; or,

5.2.1.2   Both eShare and the Client agree that the System cannot be installed successfully into the Client's IT infrastructure and this contract will terminate immediately and no charges will be payable by the Client.

5.3   In the event that the Client takes at any time the System or part thereof into live operational use, it shall be deemed Accepted irrespective of the Client's failure to execute an Acceptance Certificate.

6   INTELLECTUAL PROPERTY RIGHTS (IPR)

6.1   eShare owns all right, title and interest in eShare's trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how used in connection with or embodied in the System, hereinafter referred to as: the "ÏP-rights". All software developed by and maintained by eShare, including but not limited to the eShare Software, shall remain the property of eShare at all times.

6.2   The Client acknowledges that the Confidential Information disclosed by eShare and all related copyrights and other intellectual property rights, are (and at all times will be) the property of eShare, even if suggestions, comments, and/or ideas made by the Client are incorporated into the eShare Software or related materials during the period of this Agreement.

6.2.1   Not withstanding any provisions to the contrary herein, eShare undertakes to defend the Client from and against any claim or action that any use of the system (or any part thereof) infringes the Intellectual Property Rights of a third party (Claim) and shall fully indemnify and hold harmless the Client from and against any reasonable losses, damages, costs and expenses incurred by or awarded against the Client as a result of, or in connection with, any such Claim.

6.2.2   The Client will take reasonable action to minimise the losses caused by any potential breach.

6.2.3   The Client will make best endeavours to support eShare in the defence of such claim and will make readily available all information that it has in it's possession to eShare. The Client will not destroy any relevant information to such a defence.

6.2.4   eShare would not be liable if the Claim is brought about is due to negligence or misuse of the software by the Client.

7   WARRANTIES AND LIABILITY

7.1   eShare warrants that the System will perform in all material respects.

7.2 eShare does not warrant that the System will be error-free or bug-free but will as part of eShare's support services correct errors or bugs.

7.3 Except as expressly stated in this Agreement, all conditions, warranties and representations, whether expressed or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are hereby excluded to the extent permissible by law.

7.4 eShare shall have no liability in respect of any fault or defect in any part of the System that is subject to a direct licence or other agreement between the Client and a third party in respect of the Client's use of the same.

7.5 eShare shall have no liability in respect of any fault or defect in any part of the System that is cause by any action by the Client.

7.6 Neither party excludes or limits its liability to the other party for; (i) death or personal injury caused by its negligent act or omission or wilful misconduct or that of its employees; or (ii) any breach of its obligations implied by section 12 of the Sale of Goods Act or Section 2 of the Supply of Goods and Services Act 1982.

7.7 Subject to Clause 7.6, in no event will eShare be liable to the Client for; (i) any indirect, special, incidental or consequential loss or damage, or (ii) any loss of profits, loss of revenues or goodwill, loss or inaccuracy of any data or any business interruption, even if eShare has in the case of either (i) or (ii) as aforesaid been advised of the possibility of such damages.

7.8 eShare's liability to the Client for direct loss and damage for any cause whatsoever shall be limited to the aggregate Charges paid under this Agreement.

7.9 eShare's support for the product is dependent on third party support for the underlying technologies. If support for the underlying technologies is partially or fully withdrawn then eShare will provide an upgrade path for the Client to either an alternative solution or an upgrade of the underlying technologies. There may be a charge associated with such an upgrade.

8   **CONFIDENTIALITY**

8.1 Each party acknowledges that, during the term of this Agreement it will have access to Confidential Information.

8.2 Each party shall:

8.2.1   Not use, copy or otherwise deal with such Confidential Information for a purpose other than the performance of its obligations under this Agreement;

8.2.2   Not disclose Confidential Information to a person except with the prior written consent of the disclosing party, except information which:

8.2.2.1 is required to be disclosed by law;

8.2.2.2 is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement;

8.2.2.3 can be shown to the reasonable satisfaction of the disclosing party to have been known by the other party before disclosure by the disclosing party to it; or

8.2.2.4 subsequently comes lawfully into its possession from a third party; and

8.2.2.5 shall return any documents or other physical or electronic items embodying any of the other's Confidential Information to the other, or destroy such documents, in each case if requested by the other party during or on termination of this Agreement.

8.3 During the term of this Agreement either party may disclose Confidential Information to its employees, agents or sub-contractors only to the extent reasonably necessary for the purposes of this Agreement.

8.4 Each party shall ensure that they implement such obligations on any employees, agents, sub-agents or sub-contractors to ensure they are legally obliged to protect the Confidential Information in a manner consistent with the terms of this Agreement.

9   CHARGES

9.1   Charges are as set out in the Statement of Commercial Terms.

9.2   All fees shall be increased each year as at 1st January to track the change to the Index of Retail Prices published by the Office of Public Sector Information in the UK (STERLING) over the previous 12 months ending on 30 September. If 12 months have not elapsed before the time the first increase to the fee is due, then the first increase, as at 1st January, shall track the change to the Index of Retail Prices over the previous 12 months ending on 30 September but shall then be reduced proportionately to reflect the shortened period. The Index of Retail Prices shall be taken as the figure published by the Office of Public Sector Information.

9.3   eShare will inform the client of the increase at least one month in advance.

9.4   Charges will be invoiced monthly in advance unless agreed otherwise. eShare will invoice for these amounts. Charges will become effective from the Agreement Date.

9.5   The Client shall pay the Charges against delivery by eShare of applicable invoices.

9.6   All sums stated as payable under this Agreement are exclusive of sales taxes or any other applicable taxes which shall be payable by the Client at the prevailing rate. Payment is due within 30 days of the date of the applicable invoice.

9.7   If the Client fails to pay on the due date then eShare may charge the Client interest (both before and after any judgement) on the amount unpaid at the rate of 2% above the base rate of HSBC Bank plc from time to time, compounded monthly.

9.8   If the Client persistently fails to pay undisputed invoices on the due date or fails to pay any single undisputed invoice within 60 days of the due date then eShare has the right, without prejudice to its rights or remedies and at its option, subject to giving two weeks notice in writing to suspend the use of the eShare Software until any outstanding sums due are paid to eShare.

9.9   User charges shall apply for any User who has access to the system during any given calendar month.

10   LICENCES

10.1 All Intellectual Property Rights in the eShare Software are and shall remain vested at all times in eShare.

10.2 eShare hereby grants the Client a personal, perpetual non-transferable, non-exclusive licence to use the eShare Software, for the specified number of users for the duration necessary for the term of this Agreement.

10.3 eShare prohibits the Client to permit third parties to access or use the eShare Software except to fulfil their duties in relation to the specific services they provide to the Client and the Client's associated companies..

10.4 The Client (and any third party on behalf of the Client) shall only use or copy the eShare Software to the extent permitted by the licence granted under Clauses 10.2 and 10.3. Nothing in this Agreement shall be construed to mean that the Client has any right to source code of the eShare Software. Disassembly, decompilation or reverse engineering and other source code derivation of the eShare Software is prohibited. To the extent the Client is granted the right by law to decompile the eShare Software in order to obtain information necessary to render the eShare Software interoperable with other software and upon written request by the Client identifying the relevant details of the software with which interoperability is sought and the nature of the information needed, eShare will readily make available such information. eShare has the right to impose reasonable conditions such as a reasonable fee for doing so.

10.5 To the extent that the Client's use of the System requires the grant of a third party licence (or similar agreement) in respect of any third party provided software or other item which forms part of the System, the Client shall (with eShare's assistance), enter into an appropriate licence on terms satisfactory to such third party for use thereof as part of the System.

10.6 Notwithstanding anything to the contrary in this Agreement nothing shall prevent or restrict eShare from using in any way it thinks fit any programming tools, skills and techniques acquired or used by eShare in the performance of this Agreement.

10.7 eShare shall have the right to audit the Client's compliance with the terms of the licensed use permitted under this Agreement, and to attend the Client's premises upon reasonable notice for such purpose.

11   TERM AND TERMINATION

11.1 This Agreement shall subsist for an Initial Term of 12 months from the Commencement Date and may be terminated at the end of the Initial Term provided that notice is served 3 months prior to the end of the Initial Term. After the Initial Term, if no notice is served it shall thereafter renew annually for a further 12 months To terminate after the Initial Term, notice may be served no less than three months prior to the annual anniversary of the CommencementDate.

11.2 Either party may terminate this Agreement with immediate effect by notice in writing to the other party if the other party:

11.2.1 commits a material breach of any of its obligations under this Agreement which (if the breach is capable of remedy) it has failed to remedy within 30 (thirty) days of receipt of a notice in writing to do so; or

11.2.2 has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Licensee enters into a voluntary arrangement with its creditors or shall become subject to its to an administration order.

11.3 eShare may by notice in writing terminate this Agreement (or, without prejudice to its rights or remedies and at its option, suspend the services until payment is received in full) if the Client fails to pay any sum due under this Agreement within 30 days of the due date for payment.

12 CONSEQUENCES OF TERMINATION

12.1 Any termination of this Agreement shall be without prejudice to the accrued rights of the parties on the date of such termination.

12.2 In the event of termination of the licences granted under this Agreement, the Client shall immediately cease using the applicable software and remove it from their system.

12.3 The provisions of Clauses 6, 7, 8 , and 10 (and all provisions necessary for the interpretation thereof) shall survive any termination of this Agreement and shall continue in full force and effect.

13 GENERAL

13.1 Neither party shall be liable for any breach of its obligations to the extent that such breach results from causes beyond its reasonable control (an "Event of Force Majeure"). Each of the parties agree to notify the other party immediately upon becoming aware of an Event of Force Majeure and to use all reasonable endeavours to overcome the circumstances affecting performance and fulfil all outstanding obligations as soon as practicable.

13.2 Neither party shall assign or otherwise transfer this Agreement (or any rights under it) without the prior written consent of the other, save that eShare shall be entitled to so transfer without consent to any parent or affiliate or joint venture company. eShare shall be entitled to appoint sub-contractors in respect of its obligations under this Agreement but shall not be relieved of liability to the Client by doing so.

13.3 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written communications or representations provided always that this shall not operate to exclude or limit either party's liability for any fraudulent misrepresentation.

13.4 Any variations to this Agreement must be in writing and signed by the authorised representatives of both parties.

13.5 Any provision of this Agreement held to be illegal or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement.

13.6 Any waiver by either party of a breach of the provisions of this Agreement by the other party shall not be construed as a waiver of the first party's right to require complete performance by the other party of its obligations.

13.7 All notices shall be sent by recorded post, fax, electronic mail, or delivered by hand to the address of the recipient party shown below or its last known address. Any notice served by fax or by electronic mail shall be deemed served at the time of transmission and any notice served by recorded post, 72 hours after the date of posting.

13.8 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall create or confer whether expressly or by implication any rights or benefits on any person who is not a party to this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

13.9 This Agreement is governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

13.10 eShare has the right to contact Clients with newsletters and updates on the products it offers.

14 DATA SECURITY

14.1 eShare undertakes and warrants that it shall:

14.1.1 implement appropriate technical and organization measures in order to prevent the unauthorized or unlawful access, processing, accidental loss, destruction or damage to Client Data processed on behalf of the Client;

14.1.2 ensure that all employees, subcontractors or other individuals who are required to have access to the Client Data enter into appropriate confidentiality undertakings as part of their terms of service and that they are monitored for reliability;

14.1.3 only process the Client Data in accordance with the express written instructions of the Client;

14.1.4 co-operate with and give the Client all necessary assistance where the Client has to comply with a data subject access request.

14.2 eShare will not provide access to Client data to any third party, except to the extent necessary for such third party to provide hardware or software support, maintenance or development in relation to the System. All client data shall be treated as confidential.

14.3 All Client Data shall be treated as strictly confidential and shall not be used by eShare for any purpose other than the performance of eShare's obligations hereunder.

14.4 eShare hereby agrees and undertakes to the Client that it will at all times during the course of this Agreement comply with all relevant Data Protection legislation and agrees to ensure that its data protection registration complies with the applicable legislation at all times and is sufficient to carry out the delivery of the eShare Software. In addition, eShare shall comply at all times with any data protection or data security policies required by the Client from time to time.

14.5 eShare acknowledges the importance of the security of the Client Data for the Client and accordingly undertakes to keep in place all such security and other procedures as the Client shall require and shall comply with such of the Client's IT and data security procedures as the Client shall require throughout the term of this Agreement. eShare shall comply with all guidelines, recommendations or other decisions of the Office of the Information Commissioner and any other competent authority in respect of the storage, use, security or other aspect of the Client Data.

14.6 eShare has the right to access Client data for the purposes of supporting the Client when accessing the products. eShare will not access Client data without written consent from the Client. eShare will log any access event to Client data, including times, dates, reasons for accessing the data and the employee who accessed the Client data.