eNotify Licence and Support Agreement

1. DEFINITIONS:

1.1. **"the Software"** - the VLE Support Limited "eNotify" system, which is a web-based application and mobile device application that enables the notification and sharing of student absence information.

1.2. **"VLE"** – The company "VLE Support Limited", or any representative or employee of this company.

1.3. **"the Client"** – any company or educational establishment licenced to use the Software, and any representatives of such a company or educational establishment.

1.4. **"Software Licence" –** permission given by VLE to the Client to use the Software for an agreed period of time, in accordance with the conditions of use set out in the "Licence Agreement" (as defined in clause 1.9 below). The Software Licence is an End-User Site Licence.

1.5. **"Software Licence Renewal Fee" –** the agreed sum of money paid by the Client to VLE in order to purchase the Software Licence for a further period of time after the initial Agreement Term.

1.6. **"Software Licence Key"** – a specific set of characters controlled and issued by VLE, in order to enable the use of the Software for a specified period of time, in accordance with the specific Software Licence agreed between the Client and VLE.

1.7. "**Licence Start Date**" – the date upon which the licence to use the Software commences.

1.8. "**Licence Expiry Date**" – the date upon which the licence to use the Software ends.

1.9. **"Licence Agreement" –** the entirety of the agreement contained within this document, relating to the licence and support for the VLE Support Limited "eNotify" system ("the Software").

1.10. **"Agreement Term" -** the agreed period of time covered by the Licence Agreement.

1.11. **"Error".** Any failure of the Software to conform in all material respects to the functional specifications for the Software published from time to time by VLE. However, any non-conformity resulting from the Client's misuse or improper use of the Software shall not be considered an Error.

1.12. **"Error Correction".** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on the Client of such non-conformity.

1.13. **"Enhancement".** Any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or

application, but does not constitute solely an Error correction. VLE may designate enhancements as minor or major, depending on VLE's assessment of their value and of the function added to the pre-existing Software. Enhancements are carried out at the discretion of VLE.

1.14. **"eNotify Support".** Support services supplied in relation to eNotify, based upon first-line support via web, email, telephone and remote access (when appropriate) but in the first instance via web support desk. All such support requests shall be initiated by the Client and the service is available during Normal Working Hours as specified in this Licence Agreement. VLE shall provide operational help and advice to the Client via email, telephone or remote access (if required); such help shall relate to operational queries only. Requests for software amendments or updates shall be dealt with separately, in no specified timescale, at the discretion of VLE. Initial support requests must be raised through the on line Support Desk. No support request is serviced without a support ticket.

1.15. **"Normal Working Hours".** The hours between 09:30 and 17:30 from Monday to Friday, excluding bank holidays and the period between Christmas and the New Year.

1.16. **"Releases".** New versions of the Software, which may include both Error Corrections and Enhancements.

2. LICENCE AGREEMENT

2.1. This Licence Agreement is an agreement between you and VLE Support Limited. Please read this Licence Agreement and applicable documentation carefully, as they contain important information about your rights and obligations. It governs your use of the Software supplied to you by VLE and related documentation. In particular, we draw your attention to clause 15 (Limitation of Liability).

2.2. This Licence Agreement forms an integral part of a purchase order from the Client and takes precedence over the Client's own trading conditions where there is a conflict.

2.3. The client agrees to sign this document below where indicated, to confirm his/her acceptance of all the clauses contained within the Licence Agreement.

2.4. Should the client fail to sign and return the Licence Agreement, it is deemed that they accept the entire agreement in full, as a consequence of raising a Purchase Order for VLE Support's products and / or services.

2.5. No modification or alteration to this Licence Agreement shall be valid or effective unless made in writing, signed by both parties and affixed to this Agreement as an amendment.

2.6. Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

2.7. The Licence Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Licence Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

2.8. If you do not wish to be bound by the Licence Agreement, then you may not use the Software.

3. GOVERNING LAW

3.1. This Licence Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Licence Agreement shall be subject to the exclusive jurisdiction of the English Courts.

4. QUOTATIONS

These are valid for one calendar month from the date on the quotation, unless VLE withdraws the quotation, in writing, prior to written acceptance by the Client. Quotations may be valid for a period of time in excess of one calendar month, at the discretion of VLE.

5. PAYMENT

5.1. Payment of invoice will be made strictly within 30 days from the date of invoice (net 30) unless otherwise specified in writing.

5.2. Initial, annual and other Software Licences will be paid in advance (CIA) of supply and installation, unless otherwise specified in writing.

5.3. All correspondence relating to payment, invoices etc must clearly show the Client's Order number and VLE invoice number, otherwise it may be rejected.

6. LATE PAYMENT AND ABORTIVE COSTS

6.1. Interest on late payments will be charged at 8% per annum above Bank rate following written confirmation, unless otherwise specified in writing.

6.2. Cancellation charges and abortive costs will be charged following written confirmation.

6.3. Debt recovery costs will be charged following written confirmation.

7. DISPUTES AND TERMINATION

7.1. Where the Client breaches the provisions of these Terms and Conditions then VLE may give written notice to the Client of the default and, where appropriate, require the Client to remedy such default(s) within 7 days or such longer period if mutually agreed. If the default(s) are not or cannot be remedied after this period then VLE will terminate the Software Licence in accordance with clause 10.3 of this Licence Agreement.

7.2. Where VLE Support Ltd terminates the Software Licence in accordance with clause 10.3 of this Licence Agreement, any outstanding licence fees will remain payable in full. VLE Support Limited reserves the right to employ debt collection agencies to recover any outstanding debt as necessary.

8. LIQUIDATION / BANKRUTCY / CLOSURE

Where a Client is the subject of a winding up procedure, VLE Support Limited will terminate the Licence Agreement in accordance with clause 10.3 of this Licence Agreement.

9. VAT (and other government taxes)

All prices are subject to VAT and other government taxes at the current rate.

10. LICENCE CONDITIONS

10.1. Specific conditions of use apply to the Software Licence you have acquired from VLE. These are:

10.1.1 The Software may be used by an unlimited number of staff and students for any actions in connection with the business and operations of the institution licenced to use the software only for the duration of the Agreement Term, in accordance with the terms of this Licence Agreement.

10.2 Agreement term and licence renewal:

10.2.1 The Software Licence commences on <INSERT DATE HERE>. This date will subsequently be referred to as the Licence Start Date.

10.2.2 The Software licence expires on <INSERT DATE HERE>. This date will subsequently be referred to as the Licence Expiry Date.

10.2.3 The period of time between the Licence Start Date and the Licence Expiry Date shall be referred to as the Agreement Term.

10.2.4 Subsequent to the Agreement Term, the Software Licence will be automatically renewed annually, unless the client gives notice in writing that they wish to terminate the Software Licence, as specified in clause 10.2.14 (below).

10.2.5 In the first year of the Software Licence, the Licence Start Date shall, in normal circumstances, be issued at the point of issuing the invoice to the Client against the relevant Purchase Order (if applicable).

10.2.6 VLE has sole responsibility in deciding the Licence Start Date, and reserves the right to determine whether any delay in the Licence Start date, due to mitigating circumstances, should occur.

10.2.7 VLE Support will issue a renewal quotation to the client approximately four months before the Licence Expiry Date.

10.2.8 Where the Agreement Term exceeds one calendar year, payments will be made in annual instalments. The Client agrees to pay such annual instalments on or before the same day in each calendar year as the Licence Start Date, unless otherwise agreed in writing.

10.2.9 The Client agrees to provide a Purchase Order for any software licence payments at least 33 days before the date upon which the payment is due if paying by electronic BACS transfer, or at least 38 days before the date upon which payment is due if paying by cheque.

10.2.10 VLE Support will issue a Software Licence Key upon receipt of full payment of each annual payment for the Software Licence, where applicable. The Software Licence Key shall enable the functionality of the software until the next annual instalment is due, where applicable.

10.2.11 Should any payments for the Software Licence not be received in full on or before the agreed date, the use of the software may be disabled or restricted until payment is received, at which point a new Software Licence Key will be issued and the functionality of the software shall be restored.

10.2.12 VLE Support may, at its discretion, issue a temporary Software Licence Key to enable the use of the software until the full payment of the overdue annual instalment of the Software Licence is received.

10.2.13 VLE reserves the right to levy a surcharge for late payment of the Software Licence Renewal Fee, following written confirmation.

10.2.14 Should the client wish to terminate the Software Licence, the client must inform VLE in writing at least three months prior to the Licence Expiry Date. If written notice is not received at least three months prior to the Licence Expiry Date, then the Software Licence will be automatically extended for a further twelve month period and the annual licence fee detailed in the quotation most recently issued will be payable in full. VLE Support Limited reserves the right to employ debt collection agencies to recover any outstanding debt as necessary.

10.3 Licence Termination

If you choose not to renew the Software Licence with due payment to VLE Support Limited, your Licence will be terminated and you must destroy all copies and login details of the Software supplied to you immediately and all related documentation as applicable.

10.4 Adjustments and variations

Renewable licences are subject to annual price adjustment for upgrade, inflation or other change.

11 RESTRICTIONS ON USE

11.1 You shall not reverse engineer or disassemble the Software except to the extent expressly permitted by any applicable local laws which may over-rule this restriction.

11.2 You may not distribute any portions of the Software to any third party, nor extract, copy, translate or transfer any data held within the Software to any third party software package, except under the terms of a Developer Distribution Licence, if you have acquired such a licence from VLE Support Limited.

11.3 You may not rent or lease the Software.

11.4 You shall not copy any written documentation accompanying the Software, except for the copying of user guides for internal use only within the Client's business or educational establishment.

11.5 You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software.

11.6 You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

11.7 You shall not display copies of the Software for download, on a public bulletin board, third-party website, or by any other unauthorised means.

12 CONFIDENTIALITY

12.1 VLE agrees to act in accordance with the principles and regulations of the Data Protections Act (1998).

12.2 Any personal data accessed by employees of VLE Support is treated as confidential.

12.3 VLE agrees to access personal data relating to persons associated with the Client solely for the purposes of set-up, testing and maintenance of the Software, and for no other purpose.

12.4 Personal data will only be accessed by employees of VLE Support for business purposes as outlined in clause 12.3 above.

12.5 VLE will not share any personal data relating to persons associated with the Client with any third party for any reason.

12.6 The Software serves to present and/or display information and data which is already held within the Client's Management Information Systems or other databases. VLE can therefore take no legal responsibility for inaccurate or untrue information or data displayed by the Software or for any resulting actions from such inaccuracies being displayed within the Software.

12.7 In accordance with the Data Protections Act (1998), VLE will ensure that appropriate security processes are in place to prevent personal data of persons associated with the Client being disclosed to any unauthorised third party.

12.8 In the unlikely event of any security breach, where personal data of persons associated with the Client is accessible to any third party, VLE will act promptly to ensure the security breach is rectified.

13 INTELLECTUAL PROPERTY RIGHTS

The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of VLE Support Limited or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Licence Agreement.

14 UPDATE POLICY

VLE Support Limited may create, from time to time, updated versions of the Software. VLE Support Limited will make any such updated versions available to licensees. The Software may update automatically or otherwise by arrangement of a mutually convenient time and all copies of the previous version shall be destroyed and not used, except for any copy which may have been retained solely for archival purposes.

15 LIMITATION OF LIABILITY

15.1 Nothing in this Agreement shall limit VLE Support Limited liability for:

fraud or other criminal act;

personal injury or death caused by our negligence;

any other liability that cannot be excluded by law.

15.2 Subject to clause 15.1, VLE Support Limited accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to VLE Support Limited.

15.3 Except as provided in clause 15.1, VLE Support Limited maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

16 SEVERABILITY

If a Court or other competent authority decides that any provision of this Licence Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Licence Agreement shall continue in full force and effect.

17 THIRD PARTY RIGHTS

The parties do not intend that any term of this Licence Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

18 ASSIGNMENT

You may not assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without the prior consent of VLE Support Limited.

19 NOTICES

19.1 All notices shall be given:

19.1.1 to VLE Support Limited via e-mail at accounts@vlesupport.co.uk

19.1.2 to you at either the e-mail or postal address you provide during any ordering process.

19.2 Notices sent in electronic format will be deemed received at the point of electronic delivery (or else on the next business day if it is electronically delivered on a weekend or a public holiday at the place of receipt). Postal notices will be deemed received 3 days after the date of posting.

eNotify Support Agreement

20 SUPPORT

The Support services specified in this Agreement apply to:

"eNotify" software application and any derivatives, which may not necessarily bear the name "eNotify".

20.1 VLE agrees to provide eNotify Support services by computer telecommunications during Normal Working Hours for the duration of this agreement, provided the Agreement Terms are met. VLE shall use telephone communications to contact the Client where it is appropriate to do so.
20.2 VLE agrees to respond and provide a solution to any eNotify support request within 48 hours of receiving a support request through the proper channels.
20.3 VLE reserves the right to take longer than 48 hours to conduct activities towards an eNotify Support request, should Enhancement result in part or in whole of the solution, and/or VLE are awaiting further communication from the Client.
20.4 VLE agree to ensure the Client is informed on a regular basis of any progress on work that is being undertaken resulting from a support request.
20.5 VLE agrees that they shall not come on site unless approved by the Client.
20.6 VLE shall not invoice the Client for any expenses beyond the annual Support service unless agreed by both parties in advance.
20.7 VLE shall not charge the Client for Error Correction within the eNotify Support service, unless any exclusions apply, as set out in Clause 23 (below).
20.8 VLE agrees and is responsible for keeping and maintaining at least one back-up copy of the Software and all data held within it.

21 THE CLIENT AGREES:

21.1 To provide VPN and/or RDP access to VLE to enable VLE to carry out support requests remotely at any time with short notice.
21.2 The Client agrees and is responsible for ensuring that as much information as possible is supplied to VLE for the purposes of a support request, to assist with the speed of reaching a satisfactory solution, such as screen grabs and web URLs.

22 FEES AND CHARGES

22.1 The fees for the support service are included in the eNotify annual licence fee.
22.2 VLE shall invoice the Client for additional services and for expenses as they are incurred, as detailed in Schedule 1 (attached). Invoices shall be payable in accordance with VLE Terms and Conditions. VLE shall not invoice the Client for any services or expenses outside of the eNotify Support contract, unless agreed by both parties in advance.

23 EXCLUSIONS

23.1 VLE shall not be liable for the cost of repairing and damage to the Software caused by:

23.1.1 any non-conformity or error resulting from Client's misuse or improper use of the Software or combining or merging the Software with any hardware or software not authorized to be so combined or merged by VLE;

23.1.2 theft, fire, flood, accident, explosion or acts of God;

23.1.3 misuse of the Software by the user or additions to the software not approved or installed by VLE;

23.1.4 inspection, adjustment or repair of the Software by persons not in the employ of or agreed with VLE.

23.2 VLE shall not be liable for any hardware, support thereof, or licences associated with any hardware or third party software beyond eNotify. .

24 ENTRY OF PREMISES

24.1 The Client shall allow all necessary access to their premises to enable VLE to carry out services and repairs as agreed. VLE shall comply with the requirements of the Client in the matter of ensuring the identity and bona fides of any engineer or other person requiring to be admitted to the Client's premises in connection with the Agreement.

Licence Agreement agreed to and signed this [date].....

[Name of appointed signatory], [Name of organisation]:

The Client

Mark Trinick, Managing Director, VLE Support Limited:

VLE Support Limited

Schedule 1

VLE Support Limited

Rates and Charges for Services provided outside of the Support Agreement

Item	£
Extended Support* (Non-Error Correction) (per hour)	120.00
Out of Hours working (per hour)	150.00
Training (per day)	800.00
Customization/Programming (per hour)	100.00
Car mileage (per mile)	0.45
Other Travel Expenses as Incurred	

*Note that when travel is necessary, the Client agrees to pay extended support for all time spent in non-error correction services and travel.

All prices are exclusive of VAT and other government taxes. The rates are reviewed annually on the 1st January each year and applied to each Agreement at renewal.