

Licence to use the Inbucon Job Evaluation online Program

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1. Introduction

This document details the terms and conditions relating to the use of the Inbucon Job Evaluation ('IJE') online program ('Site') and associate services (the 'X').

The licence is between TBP2 Co No 06973898 and the User.

2. The Licence

In consideration of the payment of the Licence Fee, this Licence provides the User with access to the IJE online job evaluation tool via the Site for the purpose of evaluating jobs solely within the User's organisation in accordance with all the terms and conditions of this licence.

3. Start Date & Duration

The Agreement shall start from the date specified on the original invoice to access to the site and shall be for a period of 12 months.

The Agreement will automatically renew for further 12 month periods unless the User cancels the licence by serving 30 days notice to terminate prior to the renewal date. In the event that the licence is not renewed the Licence shall terminate on the day before the 12 month anniversary date.

Following termination the User will have no further access to the Site.



4. Licence Fee

An annual Licence Fee shall be charged for access to the Site.

The initial Licence Fee will be £4,000 for the initial 12 month access to IJE Site. Thereafter an annual fee (12 months) will be payable for continued access to the Site.

The Licence (and access to the Site) shall normally only start once the Licence Fee has been paid.

TBP2 may allow access to the Site following the issue of an invoice but prior to payment. In such case TBP2 may withdraw access to the Site at any time and without notice until such time as the payment has been received. The withdrawal of access to the Site is without prejudice to TBP2's right to receive full payment (and other legal remedies).

The fee after the initial 12 months may be increased inline with RPI. In addition the fees may be reviewed and increased if TBP2 has made any enhancement or improvements to the Site.

The Licence Fee payable under this Agreement is exclusive of any applicable VAT and other sales tax which shall be payable by the User.

Any charges payable by the User under this Agreement in addition to the Licence Fee shall be paid within 14 days after the receipt by the User of TBP2's invoice.

TBP2 shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of HSBC Plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

5. Termination Provisions

In the event of the termination of this Licence the User shall cease to have access to the Site.

All the obligations in paragraphs Confidential Information, Intellectual Property Rights shall continue to apply.

6. Obligations of TBP2

TBP2 will seek to update and keep up-to-date the Site.

TBP2 will seek to deal with any reasonable enquiries raised by the User within a reasonable time, during working hours.

Updating of the Site

TBP2 may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade its content or functionality from time to time. A notification of this will be sent to the User in advance.

Subcontractors

The User agrees that TBP2 may sub-contract the performance of any of its obligations under this Agreement or may assign these terms and conditions or any of its rights or obligations under this Agreement to any organisation provided such organisation has substantially the same ultimate shareholding or is controlled by those individuals who at the date of this agreement have control of TBP2.

Provision of Service

The Site is held on a third party server. TBP2 reserves the right to change the third party provider at any time in which case will take all reasonable actions to ensure that there is minimal or no interruption or interference in access to the Site.

TBP2 does not take responsibility or liability for the failure in any service of the third party server provider.

Support

At the first purchase of the Licence, TBP2 will have provided the User with training for the use of the system. Users of the Licence will be provided with training to ensure that the system is used correctly and consistently.

Included in any renewal of the Licence is an annual half day refresher training session (virtual or physical at TBP2's election) to be undertaken at or about the anniversary of the Licence.

The renewal of the Licence is dependent upon a meeting (virtual or physical at TBP2's election) to confirm that the Site continues to be used correctly. If TBP2 has any concerns about the use of the Site it will notify the User so the User may address such issues. Ultimately in the event that TBP2 is concerned that the Site continues to be used incorrectly and after having provided the User with opportunities to address the issues, TBP2 may withdraw access to the Site until such time as the issues are resolved.

7. Obligations of the User

The User agrees that they will:-

- use the Site for the exclusive purposes of its business (other than a consultancy business where a separate agreement must be agreed with TBP2 before accessing the Site),
- not allow the Site to be used or accessed other than by employees of the User.

TBP2 is committed to a process of continuous improvement of the Site. If the User becomes aware of, what it believes to be, any omission or error in either the Data or the Site, it will notify TBP2 as soon as reasonable allowing TBP2 a reasonable period of time to rectify the error or omission or alternatively to respond with an explanation as to why the matter relating to the Site is not regarded as an error or omission.

User Site Users

The User will be give one primary user access to the Site (Primary User).

The Primary User will be able to use the site to provide other employees access to the site (Named Users). Primary and Named used are referred to `collectively in this document as Users.

If a User becomes aware that anyone other than a User are or have become aware of their access details and / or password, the User shall notify TBP2 immediately. TBP2 shall cancel the existing logon and password and issue a new password.

Further and in particular and without prejudice to any other provision in this agreement specific or implied:-

- not to provide or allow directly or indirectly, direct or indirect access to the Site by any other organisation, firm or individual, and / or
- not to provide direct or indirect access to the Site to any other organisation, firm or individual.

In particular and without prejudice to the generality of the foregoing never to allow any access to the site howsoever or access to any information from or in any way accessed from the site under to any consulting firm, organisation or individual.

Copying Site Restrictions

Subject to these terms and conditions, the User may not:

- systematically copy (whether by printing off onto paper, storing on disk, other soft copy or in any other way) parts or all of the Site,
- change or obscure in any way anything on the Site or otherwise use any material contained on the Site except as set out in these terms and conditions,
- use the Site for unlawful purposes and the User shall comply with all applicable laws, statutes and regulations at all times,

8. Liability

TBP2 will seek to use reasonable care to ensure the accuracy of the Site and the analysis of information on the Site.

TBP2 accepts no liability for any omission or inaccuracy in the in the Site.

TBP2 accepts no for the Site or the operation of IJE where the User does not follow the IJE process.

In no event shall TBP2 be liable (whether for breach of contract, negligence or for any other reason) for:

- a) any loss of sales, revenue, or profits,

- b) exemplary or special damages,
- c) loss of goodwill, or
- d) for any indirect, consequential or special loss, however arising.

Except in the event of wilful misconduct, TBP2 shall not be liable for any direct damages in excess of the fees paid or payable under this agreement in the twelve (12) month period immediately preceding the date of claim.

Other than as provided in this clause TBP2 limits its liability in all cases to a maximum of £1,000,000.

Notwithstanding anything to the contrary herein, neither party shall exclude or limit its liability for death or personal injury or any other liability, which may not by applicable law be excluded or limited.

TBP2 is unable to exercise control over the security or content of information passing over the Internet and TBP2 hereby excludes all liability of any kind for the transmission or reception of infringing or unlawful information of whatever nature.

9. Intellectual Property Rights

The Site and the intellectual property rights of whatever nature in the Site are and shall remain the property of the TBP2 and the User shall procure that it does not allow these rights to be infringed or interfered with in any manner whatsoever.

The User shall notify the TBP2 immediately if the User becomes aware of any unauthorised use of the whole or any part of the TBP2 intellectual property rights by any person.

Intellectual Property

All vested contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration or these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which the TBP2 may be entitled in respect of the Site and / or IJE.

10. Confidential Information

Confidentiality

TBP2 shall not, and shall ensure that its employees shall not, either during this agreement or at any time after the termination, use or disclose to any third party and shall use its best endeavours to prevent the publication and/or disclosure of any Confidential Information. The above provision shall not apply to the extent that such Confidential Information is to be or has been disclosed:

- a) because authorised by the User



- b) to comply with any law, regulation, court order or other legal requirement; or
- c) necessary to prevent fraud or to enforce or protect the rights and properties of TBP2; or
- d) to protect the personal safety of TBP2 employees and contractors and third parties on TBP2 property, or
- e) because such any information is already in, or comes into, the public domain otherwise than through TBP2's unauthorised disclosure.

The User shall not, and shall ensure that its employees shall not (except in the proper course of its or his or her duties), either during this Licence or at any time after the termination, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- a) any use or disclosure authorised by TBP2 or required by law; or
- b) any information which is already in, or comes into, the public domain otherwise than through the User's unauthorised disclosure.

This disapplication of the restrictions shall be limited only to the extent as required by any law applicable in the UK from time to time relating to the disclosure of Confidential Information.

Confidential Information

Confidential information relating to the User shall mean any information obtained pursuant to this agreement and which would reasonably be regarded as confidential to the User in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, employees, affairs and finances of the User which for the time being is confidential to the User customer or employee.

Confidential information relating to TBP2 shall mean any information obtained by the User pursuant to this agreement or otherwise and which would reasonably be regarded as confidential to TBP2 including details of consultants and or employees working for TBP2, any reports, surveys, methodologies including but without prejudice to the generality of the foregoing methodologies relating to job evaluation, equality analysis, survey production and calculations.

II. General and Governing law

These terms and conditions form the entire understanding of the parties and supersede all previous licences, agreements, understandings and representations. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision.

TBP2 may update these terms and conditions from time to time in which case the User will be required to accept the new terms and conditions in order to continue to use the Site.

TBP2 may delay enforcing its rights under this agreement without losing them.



These terms and conditions shall be governed and interpreted in accordance with English law, and the User consent to the non-exclusive jurisdiction of the English courts.