This licence is dated **2020**

PARTIES

(1) **VWS SOFTWARE SOLUTIONS LIMITED** incorporated and registered in England and Wales with company number 09343472 whose registered office is at Unit 5 Southview Park, Marsack Street, Caversham, Reading RG4 5AF (**Supplier**); and

(2) [] incorporated and registered in England and Wales with company number [] whose registered office is at [] (**Customer**).

BACKGROUND

(A) The Supplier is the entire legal and beneficial owner and licensor of the Software and is willing to license the Customer to use the Software on a non-exclusive basis.

(B) The Supplier has agreed to provide to the Customer certain services in respect of the support and maintenance of the Software, on the terms and conditions set out in this licence.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this licence.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Basic Enhancement: changes or additions to the Software, including any Error Corrections, which are logical improvements to the Software and which are made available generally at no additional cost to those of the Supplier's customers who purchase Maintenance Services.

Documentation: the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Customer by the Supplier for aiding the use and application of the Software.

Equipment: such computer equipment on which the Software is installed and in operational use.

Error: any failure of the Software to substantially conform to the specifications included in the Documentation.

Error Correction: a software modification or addition that, when made or added to the Software, establishes material conformity to the specifications in the Documentation.

Fee: the licence fee payable by the Customer to the Supplier under clause 6, being the amount specified in Schedule Three.

Intellectual Property Rights: 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.

Location: the Customer's premises where the Equipment is to be installed as specified in Schedule Four.

Maintenance Charge: the fee for Maintenance Services to be provided under this licence and specified in Schedule Three.

Maintenance Services: the maintenance services set out in paragraph 2 of Schedule 2.

Major Enhancements: changes or additions to the Software, other than an Error Correction or Basic Enhancement, that (i) contain significant new features; (ii) may be priced and offered separately as optional additions to the Software; and (iii) are not made available to customers who purchase Maintenance Services from the Supplier without separate charge.

Media: the media on which the Software and the Documentation are recorded or printed, as provided to the Customer by the Supplier and specified in Schedule Five.

Normal Support Hours: 7am to 6pm Monday to Friday excluding public holidays in England.

Open-Source Software: open-source software as defined by the Open Source Initiative (http://opensource.org) or the Free Software Foundation (http://www.fsf.org).

Software: the systems, applications and computer programs of the Supplier specified in Schedule One generally referred to as "PurGo Waste Management Software" and all releases and versions thereof (as enhanced, updated or amended by the Supplier from time to time) during the subsistence of this licence.

Specification: the specification contained in Schedule One describing the facilities and functions of the Software.

Support Fee: the fee for the Support Services to be provided by the Supplier in respect of the Software to be provided under this Agreement and specified in Schedule Three.

Support Services: the support services set out in paragraph 1 of Schedule Two.

Term: subject to early termination of this licence in accordance with the terms hereof, a term of 2 years from the date of this licence (**Fixed Term**) continuing thereafter until terminated by either party giving at least 3 months' notice to the other party to expire at any time after the end of the Fixed Term.

Training: the programme of training of the Customer's employees specified in Schedule Six.

Working Hours: means hours within the Normal Support Hours only.

1.2 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.4 Unless the context otherwise requires:

    1.4.1 words in the singular shall include the plural and in the plural shall include the singular;

    1.4.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

    1.4.3 a reference to one gender shall include a reference to the other genders; and

    1.4.4 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the schedules, the provision in the body of this licence shall take precedence.

1.6   A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7   References to clauses and the Schedules are to the clauses and the Schedules of this agreement and references to paragraphs are to paragraphs of the Schedules.

1.8   The Schedules forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.

2.   LICENCE AND SERVICES

2.1   In consideration of the Fee paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive licence for the Term to use the Software.

2.2   The Supplier agrees during the Term to:

    2.2.1   provide the Support Services to the Customer;

    2.2.2   provide the Maintenance Services to the Customer;

    2.2.3   provide training and operating manuals to the Customer, if appropriate; and

    2.2.4   provide the other services herein described,

    in each case upon the terms and conditions contained in this licence.

2.3   In relation to scope of use:

    2.3.1   for the purposes of clause 2.1, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer);

    2.3.2   for the purposes of clause 2.1, "to use the Software" means loading the Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this licence for use on each computer to which the Software is distributed;

    2.3.3   the Customer may not use the Software other than as specified in clause 2.1 and clause 2.3.1 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier;

    2.3.4   the Customer may not make backup copies of the Software; and

2.3.5   the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part or to permit the whole or part of the Software to be combined with or be incorporated in any other programs.

2.4   The Customer may not use any such information provided by the Supplier or obtained by the Customer to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.5   The Customer shall not:

2.5.1   sub-license, assign or novate the benefit or burden of this licence in whole or in part;

2.5.2   allow the Software to become the subject of any charge, lien or encumbrance; or

2.5.3   deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier.

2.6   The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.

2.7   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.8   Notwithstanding clause 8, a party assigning any or all of its rights under this licence may disclose to a proposed assignee any information in its possession that relates to this licence or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 2.8 shall be made until notice of the identity of the proposed assignee has been given to the other party.

2.9   The Customer shall:

2.9.1   ensure that the number of vehicles using the Software does not exceed the amount stated in the Supplier's sales quotation presented to the Customer or on around the date of this licence or as otherwise agreed in writing from time to time by the Supplier;

2.9.2   ensure that the Software is used strictly in accordance with any written regulations notified by the Supplier to the Customer from time to time;

2.9.3   ensure that the Software is installed on equipment expressly designated by the Supplier in writing only;

2.9.4   keep a complete and accurate record of users of the Software, and produce such record to the Supplier on request from time to time;

2.9.5   notify the Supplier as soon as it becomes aware of any unauthorised use of the Software by any person; and

2.9.6   pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.

2.10   The Customer shall permit the Supplier to inspect and have access to any premises and/or vehicles (and to the computer equipment located therein) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence and providing the Support Services and/or Maintenance Services, provided that the Supplier provides reasonable advance notice to the Customer of such inspections and/or access, which shall take place at reasonable times.

2.11   The Customer shall provide the Supplier with reasonable direct and remote access to the Equipment and the Software, and shall provide such reasonable assistance as the Supplier may request, including, but not limited to, providing sample output and other diagnostic information.

3.   TRAINING

Any training required by the Customer shall be provided by the Supplier in accordance with Schedule Six.

4.   DOCUMENTATION

The Supplier shall provide the Customer with 2 hard copies of a set of the Documentation and access to an on-line knowledge base containing information regarding the use of the facilities and functions set out in the Specification. If the Customer requires further copies of the Documentation, then these may be obtained under licence from the Supplier in accordance with its standard scale of charges from time to time in force.

5.   SUPPORT SERVICES AND MAINTENANCE SERVICES

Subject to the Customer complying with all of its obligations under this licence, the Supplier will provide the Customer with the Support Services and Maintenance

Services during the Term and the parties shall comply with their respective obligations set out in Schedule Two.

6. FEES

6.1 The Customer shall pay to the Supplier following fees:

6.1.1 the Fee on signature of this licence; and

6.1.2 the Support Fee and the Maintenance Charge monthly in advance during the Term on or before the first day of the month in question commencing on the first day of the calendar month falling immediately after the date of this licence.

6.2 Any charges payable by the Customer under this licence in addition to the charges specified in clause 6.1 shall be paid within 30 days after receipt by the Customer of the Supplier's invoice.

6.3 All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

6.4 If the Customer fails to make any payment due to the Supplier under this licence by the due date for payment, then, without limiting the Supplier's remedies under this licence the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.5 The Supplier shall be entitled at any time, and from time to time, to increase the Maintenance Charge and the Support Fee to accord with any change in the Supplier's standard scale of charges by giving to the Customer not less than 12 months' prior written notice.

7. RISK

Risk in any Media supplied shall pass to the Customer on delivery. If any part of the Media shall thereafter be lost, destroyed or damaged the Supplier shall promptly replace the same (embodying the relevant part of the Software or Documentation).

8. CONFIDENTIALITY AND PUBLICITY

8.1 The Customer shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the Supplier disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets, information of commercial value) which may become known to the Customer from the Supplier and which relates to the Supplier or any of its Affiliates,

unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of the Customer from a third party. The Customer shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information and shall keep confidential and secret at all times, details of the Software, Documentation, Specification and Media.

8.2   Subject to clause 8.3, no party shall make, or permit any person to make, any public announcement concerning this licence without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

8.3   The Supplier shall be entitled to identify the Customer as a Customer of the Software in the Supplier's publicity materials, subject to the Customer's prior written approval of each publicity document such approval not to be unreasonably withheld or delayed.

9.   EXPORT

9.1   Neither party shall export, directly or indirectly, any technical data acquired from the other party under this licence (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

9.2   Each party undertakes:

9.2.1   contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

9.2.2   if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

10.   SUPPLIER'S WARRANTIES

10.1   The Supplier warrants that the Software will conform in all material respects to the Specification for a period of 12 months from the date of this licence, or if shorter, the Term (**Warranty Period**). If, within the Warranty Period, the Customer notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was

designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

10.1.1   repair the Software;

10.1.2   replace the Software; or

10.1.3   terminate this licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

10.2   The Supplier does not warrant that the use of the Software will be uninterrupted or error-free or that any Errors can and will be corrected, but the Supplier will use reasonable endeavours to correct Errors to long as the Errors are replicable by the Supplier, or to provide a software patch or to bypass such Errors.

10.3   The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

10.4   The Customer acknowledges that any Open-Source Software provided by the Supplier is provided "as is" and expressly subject to the disclaimer in clause 10.7.

10.5   The Supplier warrants to the Customer that all Support Services and Maintenance Services supplied under this licence will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

10.6   Without prejudice to clause 10.1 the Customer must promptly notify the Supplier of any non-conformance to the above warranties in order to benefit from any of the remedies stated above, and in any event within 3 months of becoming aware (or when it ought reasonably have become aware) of such non-conformance.

10.7   All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

11.   CUSTOMER'S WARRANTIES

The Customer warrants that it shall comply in all material respects with all applicable laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licences, permissions and consents required for carrying on its business have been obtained and are in full force and effect.

12.   LIMITS OF LIABILITY

12.1   Except as expressly stated in clause 12.2:

12.1.1   the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

12.1.1.1 special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

12.1.1.2 loss of profits;

12.1.1.3 loss of anticipated savings;

12.1.1.4 loss of business opportunity;

12.1.1.5 loss of goodwill,

provided that this clause 12.1.1 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 12.1.2 or any other claims for direct financial loss that are not excluded by any of clauses 12.1.1.1 to 12.1.1.5 inclusive of this clause 12.1.1;

12.1.2   the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee plus an amount equal to the Support Fee and the Maintenance Charge that are paid or are payable (as the case may be)_during the first year of the Term (**Liability Cap**); and

12.1.3   the Customer agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.

12.2   The exclusions in clause 10.7 and clause 12.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

   12.2.1   death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;

   12.2.2   fraud or fraudulent misrepresentation;

   12.2.3   breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

   12.2.4   any other liability which may not be excluded by law.

12.3   Any dates supplied by the Supplier for the delivery of the Software or the provision of Support Services and/or Maintenance Services shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

12.4   All references to "the Supplier" in this clause 12 shall, for the purposes of this clause and clause 22 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 22.

12.5   Subject to clause 12.6 and except for:

   12.5.1   any liability to pay the Fee, the Support Fee or Maintenance Charge; and

   12.5.2   any liability arising under clause 2 (Licence and Services), clause 8 (Confidentiality and Publicity), clause 9 (Export) or clause 13 (Intellectual Property Rights),

   (any such liabilities being unlimited), the total liability of the Customer, whether in contract, tort (including negligence) or otherwise in connection with this licence shall in no circumstances exceed a sum equal to the Liability Cap.

12.6   The Customer does not exclude liability for:

   12.6.1   death or personal injury caused by the negligence of the Customer, its officers, employees, contractors or agents;

   12.6.2   fraud or fraudulent misrepresentation; or

   12.6.3   any other liability which may not be excluded by law.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Customer acknowledges that all Intellectual Property Rights in the Software belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.

13.2 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this licence infringes the UK Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, this clause 13.2 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this licence, use of the Software in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

13.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 13.2 are conditional on the Customer:

13.3.1 as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

13.3.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed); and

13.3.3 giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim.

13.4 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

13.4.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this licence;

13.4.2 modify the Software so that it ceases to be infringing;

13.4.3   replace the Software with non-infringing software; or

13.4.4   terminate this licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 10.1 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made.

13.5   Notwithstanding any other provision in this agreement, clause 13.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any third-party software or through the breach of any agreement or licence terms relating to the use of such software by the Customer.

13.6   This clause 13 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, is subject to clause 12.1.

14.   DURATION AND TERMINATION

14.1   Without affecting any other right or remedy available to it, either party may terminate this licence with immediate effect by giving written notice to the other party if:

14.1.1   the other party fails to pay any amount due under this licence on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

14.1.2   the other party commits a material breach of any other term of this licence which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.1.3   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.1.4   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

14.1.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

14.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

14.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

14.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.3 to clause 14.1.9 (inclusive); or

14.1.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 The Supplier may terminate this licence immediately on giving written notice to the Customer if the Customer permanently discontinues the use of the Software.

14.3 The Customer may terminate this licence at any time by giving at least 90 days' prior written notice to the Supplier.

14.4 Termination or expiry of this licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14.5 On termination for any reason:

14.5.1 all rights granted to the Customer under this licence shall cease;

14.5.2 the Customer shall cease all activities authorised by this licence;

14.5.3 the Customer shall immediately pay to the Supplier any sums due to the Supplier under this licence and shall not be entitled to any refund of any monies which have been pre-paid to the Supplier; and

14.5.4   the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

14.6   Any provision of this licence which expressly or by implication is intended to come into or continue in force on or after termination of this licence shall remain in full force and effect.

15.   DATA PROTECTION

The parties undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this licence.

16.   WAIVER

No failure or delay by a party to exercise any right or remedy provided under this licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.   REMEDIES

Except as expressly provided in this licence, the rights and remedies provided under this licence are in addition to, and not exclusive of, any rights or remedies provided by law.

18.   ENTIRE AGREEMENT

18.1   This licence and the Schedules and any documents annexed to this licence or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

18.2   Each party acknowledges that, in entering into this licence, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) (**Representation**) other than as expressly set out in this licence.

18.3   Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

18.4   Nothing in this clause shall limit or exclude any liability for fraud.

19. VARIATION

No variation of this licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. SEVERANCE

20.1 If any provision or part-provision of this licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this licence.

20.2 If any provision or part-provision of this licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. COUNTERPARTS

This licence may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22. THIRD-PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in this licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. FORCE MAJEURE

Neither party shall be in breach of this licence nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to

be performed. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 3 days' written notice to the affected party.

25.   NOTICES

25.1   Any notice given to a party under or in connection with this licence shall be in writing and shall be:

25.1.1   delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

25.1.2   sent by fax to its main fax number (if it has one).

25.2   Any notice shall be deemed to have been received:

25.2.1   if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

25.2.2   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

25.2.3   if sent by fax, at 9.00 am on the next Business Day after transmission.

25.3   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

26.   GOVERNING LAW AND JURISDICTION

26.1   This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2   The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it

PART 1

1. STANDARD FUNCTIONAL SPECIFICATION:

    1.1   **Sales admin** – module for the management of contract signing & contract terminations (when migrating customers from competitors) and variations / cancellations of current contracts. Designed with step-by-step wizards, post-code look-ups, and previous records checks for greater data-quality control.

        1.1.1   contracts verification, price check

        1.1.2   price increase management

        1.1.3   agreement variations & cancellation

        1.1.4   customer set-up wizards

        1.1.5   address verification (by post code & business name)

    1.2   **Transport module –** operational module for the transport office. Manages customer schedules (weekly, fortnightly, on-request etc. with options for future / temporary changes like school holidays) and jobs (creation, scheduling, allocation, dispatching, confirmation, e-ticketing). Divided into main areas – scheduled, round-based services (e.g. Trade, FEL, REL etc.) and live-planned ad-hoc services (e.g. Skips, Roros, Tippers etc.). Provides routing and sequencing facilities, tracking data (with overlaid customers & jobs, High Definition trails, speeding, breaks, vehicle check location etc.), container stock management, batch round re-routing

        1.2.1   Trade, FEL, REL & other round-based services

        1.2.2   round planning and sequencing

        1.2.3   scheduling with holidays & amendments

        1.2.4   job reallocation (failed/missed, issues etc.)

        1.2.5   Skip, RoRo & other on-request services

        1.2.6   real time whiteboard for job allocation and planning

        1.2.7   job combination & streamlining (e.g. Job1: Load 6 empty X-type container, Job2: Deliver / unload 1 to Y, Deliver 2 to Y etc.)

        1.2.8   order processing

        1.2.9   ticket printing + e-ticket emailing

        1.2.10   tracking (live + history)

1.2.11   including customers, jobs, rounds,

1.2.12   speeding by road by vehicle

1.2.13   site location verification (e.g. jobs done a distance from site)

1.2.14   GPS location stamps / confirmation on container delivery

1.2.15   live job progress view

1.2.16   round audit – job to job distances & times – planned vs actual vs satnav proposed

1.3   **Customer services –** operational module for customer services – a one-stop-shop for customer management – order processing, communication log, all-in-one information screen, job issues resolution

1.3.1   all-in-one customer view with CTI screen popping

1.3.2   global search (searching customers by names, addresses, contacts, phone numbers etc.)

1.3.3   communication log with notes (automatic prompt after phone call) & link to phone recording

1.3.4   live issues list (exception based problem solving)

1.3.5   additional orders (trade, FEL)

1.3.6   complaints management

1.3.7   live job progress view (as in transport module)

1.3.8   recent / next jobs view

1.3.9   tracking info

1.3.10   orders history

1.4   **Driver PDA -** mobile application for the drivers – provides functionality tailored to the driver's duties. Can be integrated with on-board weighing (for live weight capture) & cctv systems (for live and job-related footage capture). Equipped with HGV specific Satellite Navigation (CoPilot Live Professional Truck v9.0) that takes account for low bridges, size/weight restrictions etc. and also relays live ETAs back to the office for planned jobs

1.4.1   login & vehicle selection

1.4.2   vehicle check

1.4.3   round selection

    1.4.4   job view

    1.4.5   job confirmation + site issues + photographs

    1.4.6   incident/accident

    1.4.7   additional tasks

    1.4.8   obtaining signature

    1.4.9   capturing weight

    1.4.10   collecting cash

    1.4.11   validating waste

    1.4.12   taking photographs

    1.4.13   weighing system integration

    1.4.14   round sequencing

    1.4.15   messaging

    1.4.16   Truck SatNav with low bridges, weight restrictions & speed limits

    1.4.17   ETAs for jobs fed real-time back to the office / customers

1.5   **Weighbridge –** operational module for the weigh bridge. Linked to job data for quicker transaction creation. Capable of additional processes management (e.g. export containers procedure management)

    1.5.1   in/out transactions, customer / waste type / price management

    1.5.2   waste validation

    1.5.3   containers processing

    1.5.4   recycling performance

    1.5.5   material on-site stock management

    1.5.6

1.6   **Billing –** billing module for all customers. One-click invoicing of all invoice types, full integration with Sage Accounts. Price management with matrix, tiers & increase tools

    1.6.1   In advance & In arrears mode, with facility to automatically "reconcile" advance charges to actual activity

    1.6.2   Pricing, tiers, matrix, global price items

1.6.3   Price increase management (blanket, filtering, individual via import/export)

1.6.4   Invoicing ("possibility for automatic or one button invoicing")

1.6.5   on stop

1.6.6   black list

1.6.7   cash jobs management

1.7   **Defects/Workshop** – operational module for vehicle workshop. Provides live walk-around checks and defect info from drivers, workshop management with job loading, parts / stock management

1.7.1   driver walk around checks

1.7.2   defect management

1.7.3   job loading, workshop management

1.7.4   vehicle scheduling & availability (inspections, MOTs, Tacho calibration, LOLER testing)

1.8   **Reporting –** reporting module allowing report, scheduling with multiple outputs (disk file, email, website etc.), live dashboard, live alerting

1.8.1   scheduler

1.8.2   KPI's/utilisation

1.8.3   weight reconciliation

1.8.4   planned vs actual

1.8.5   alerting facility (e.g. driver idle for over x mins, driver arrived/left POI location)

1.9   **Compliance –** operational module for compliance / admin paperwork management

1.9.1   duty of care management (ticket-based & annual)

1.9.2   carriers licence

1.9.3   EA site licences (both external destinations and internal sites)

1.9.4   policies, certificates, SOPs, RAs etc. management

1.9.5   non conformance

1.9.6   inductions (visitors)

1.9.7   internal audits

1.10   Other features

    1.10.1   multi-screen environment

    1.10.2   background job scheduler & generator

    1.10.3   background email and/or text message user and customer notifications, including "Notification-on-approach"

    1.10.4   user authentication, access levels & groups management

    1.10.5   keyboard shortcuts & tab-key navigation

    1.10.6   job archiving

    1.10.7   near-real-time backup capability being based on SQL Database

SCHEDULE TWO – SUPPORT SERVICES

1. **SUPPORT SERVICES**

1.1 During the Term the Supplier shall provide that the Customer with the following Support Services:

   1.1.1 Hotline support: For an urgent problem, the Customer can telephone the Supplier's telephone hotline (0151 909 2009) which is available during the Normal Support Hours. An urgent problem is degradation or failure of the Equipment, defective Media, or performance of the Software inconsistent with the Documentation. Problems which do not delay or inhibit system operation will be handled by written reports. The Supplier's email address for support is "support@vwssoftware.com".

   1.1.2 Online support: The Supplier shall supply a remote connection tool and Customer shall supply internet connection to their Equipment for online problem resolution.

   1.1.3 On-site support: On-site support at the Location will be provided by the Supplier where deemed appropriate by the Supplier in the event that telephone support does not resolve a problem in the Software.

   1.1.4 Corrections, assistance: Correction of critical Errors or assistance to overcome specific problems in the Software may, in the Supplier's sole discretion, be done by way of provision of a "patch" or a new version.

   1.1.5 Information: Information on availability of new versions of the Software.

   1.1.6 Consultancy: Consultancy advice on software development, enhancements and modifications, together with estimates for the same.

1.2 The Customer shall supply in writing to the Supplier a detailed description of any Error requiring Support Services in paragraph 1.1 and the circumstances in which it arose, and shall submit sufficient material and information to enable the Supplier's support staff to duplicate the Error.

1.3 When appropriate, the Supplier will endeavour to give an estimate of how long a problem may take to resolve. The Supplier will keep the Customer informed of the progress of problem resolution. The Supplier's support staff will attempt to solve a problem as soon as possible and the Supplier shall use reasonable

endeavours during the Normal Support Hours to respond within 8 Working Hours of receipt of a request.

2.   MAINTENANCE SERVICES

2.1   During the Term the Supplier shall provide the Customer with the following Maintenance Services:

2.1.1   If the Customer shall discover that a current release fails to perform substantially in accordance with the Documentation, then the Customer shall, within 14 days after such discovery, notify the Supplier in writing of the Error and provide the Supplier (so far as the Customer is able) with a documented example of such Error.

2.1.2   The Supplier shall thereupon use its reasonable endeavours to correct promptly such Error. Promptly following such correction being completed, the Supplier shall deliver to the Customer the corrected version of the object code of the current release together with the appropriate amendments (if any) to the Documentation, specifying the nature of the Error Correction and providing instructions for the proper use of the corrected version of the current release. The Supplier shall provide the Customer with all assistance reasonably required by the Customer to enable the Customer to implement the use of the corrected version of the current release.

2.2   The foregoing Error Correction service shall not include service in respect of:

2.2.1   Errors resulting from any modifications of the current release made by any person other than the Customer;

2.2.2   any version of the Software other than the current release or the immediate current release;

2.2.3   incorrect use of the current release or operator error;

2.2.4   any fault in the Equipment or in any programs used in conjunction with the current release; or

2.2.5   Errors caused by the use of the current release on or with equipment (other than the Equipment) or programs not supplied by or approved in writing by the Supplier, provided that for this purpose any programs designated for use with the current release in the Specification shall be deemed to have the written approval of the Supplier.

2.3   The Supplier shall make an additional charge in accordance with its standard scale of charges for the time being in force for any Maintenance Services provided by the Supplier:

2.3.1 at the request of the Customer, but which do not qualify under the aforesaid Error Correction service by virtue of any of the exclusions referred to in paragraph 2.2 above; or

2.3.2 at the request of the Customer but which the Supplier finds are not necessary.

For the avoidance of doubt nothing in this paragraph 2.3 shall impose any obligation on the Licensor to provide Maintenance Services if any of the exclusions of paragraph 2.2 apply.

2.4 During the Term the Supplier shall promptly notify the Customer of any Basic Enhancement released by the Supplier.

2.5 The Supplier shall deliver to the Customer as soon as reasonably practicable (having regard to the number of other users requiring the new release) the object code of the Basic Enhancement in machine-readable form together with the Documentation.

2.6 If required by the Customer, the Supplier shall provide training for the Customer's staff the use of the Basic Enhancement at the Supplier's standard scale of charges for the time being in force as soon as reasonably practicable after the delivery of any Basic Enhancement.

2.7 The Basic Enhancement shall thereby become the current release and the provisions of this licence shall apply accordingly.

2.8 The Supplier shall notify the Customer of any Major Enhancement to be released by the Supplier from time to time and the cost of the same. The Supplier shall notify the Customer whether or not it wishes to licence the Major Enhancement and the parties shall discuss the terms of such licence and whether it should be on the terms of this licence or a new agreement.

2.9 The Supplier will provide the Customer with such technical advice by telephone, facsimile transmission or mail (including e-mail), as shall be reasonably necessary to resolve the Customer's difficulties and queries in using the current release.

2.10 The Supplier will from time to time make such modifications to the current release as shall ensure that the current release conforms to any change of legislation or new legal requirements which affect the application of any function or facility described in the Documentation. The Supplier shall promptly notify the Customer in writing of all such changes and new requirements and shall implement the modifications to the current release (and all consequential amendments to the Documentation which may be necessary to enable proper use of such modifications) as soon as reasonably practicable thereafter.

3. EXCLUSIONS

3.1 The Supplier shall be under no obligation to provide Support Services and/or Maintenance Services in respect of:

    3.1.1   problems resulting from any modifications or customisation of the Software or the Equipment not authorised by the Supplier;

    3.1.2   any software other than the Software unless the Supplier has notified the Customer in writing that software other than the Software is to be the subject of the Support Services and/or Maintenance Services (**Additional Software**), and if such notice is given, the extent of the Support Services and/or Maintenance Services relating to the Additional Software shall be as specified in such notice;

    3.1.3   use or operation of the Software otherwise than in accordance with the Documentation;

    3.1.4   any fault in the Equipment; or

    3.1.5   the Customer's failure to install and use upon the Equipment in substitution for the previous release any Basic Enhancement within 7 days of its receipt.

3.2 The Supplier shall upon request by the Customer provide Support Services and Maintenance Services notwithstanding that the Error results from any of the circumstances described in clause 3.1 above. Any time spent by the Supplier investigating such Errors will be chargeable at the Supplier's then current rates.

3.3 The Supplier reserves the right to discontinue the Support Services and/or the Maintenance Services or increase the Support Fee and Maintenance Charge for any prior version of the Supported Software if a Major Enhancement has been notified as available to the Customer but not licensed by the Customer.

SCHEDULE THREE – LICENCE FEE, SUPPORT FEE AND MAINTENANCE CHARGE

ITEM	DUE ON	AMOUNT
The Fee (being the licence fee for the Software)	signature of licence in accordance with clause 6	£[]
Support Fee and Maintenance Charge	monthly in accordance with clause 6	£TBA dependent on Cloud hosted or on premise solution.

SCHEDULE FOUR – LOCATION

1.   LOCATION

1.1   [] (This is valid if hosted on premise)

SCHEDULE FIVE – MEDIA

1.   MEDIA

1.1   Compressed folder delivered electronically.

SCHEDULE SIX – TRAINING AND SET UP

1. TRAINING AND SET UP

1.1 Training will if required by the Customer, be provided and the Customer shall pay the Supplier for such training at the Supplier's standard scale of charges for the time being in force for the provision of such training.

1.2 The Supplier will if required by the Customer also provide one person on site for the first [] days to assist users, set up data and integrate software to data feeds and the Customer shall pay the Supplier for such training at the Supplier's standard scale charges for the time being in force for the provision of such training.

Signed by ....

                                                    Director

(*Print name*)

for   and   on   behalf   of   **VWS
SOFTWARE SOLUTIONS LTD**

Signed by ....

                                                    Director

 (*Print name*)

for and on behalf of

                        []

(*print full customer name*)