



































## Schedule 2 Charges

### 1. Introduction

- 1.1 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.
- 1.2 The Charges under the Agreement will consist of the following elements:
- (a) Access Charges, including an initial licence fee, in respect of access to and use of the Platform;
  - (b) annual renewal Charges; and
  - (c) other Charges.

### 2. Access Charges

- 2.1 The Charges in respect of access to and use of the Platform shall be made up of an initial fixed licence fee dependent upon the following tiered licence structure. All Charges are exclusive of VAT and are for purchase of a one (1) year licence.
- 2.2 Tiered Licence Fee Structure (all prices are subject to change).

Size of Organisation	Licence Fee	Max. number of Accounts*
Up to 50 employees	£850 + VAT	1
<100 employees	£2,275 + VAT	1
101 – 250 employees	£3,600 + VAT	1
251 – 500 employees	£5,288 + VAT	5
501 – 1000 employees	£8,119 + VAT	5
1001 – 2500 employees	£14,803 + VAT	5
2501 – 5000 employees	£21,455 + VAT	10
5001 – 10000 employees	£32,932 + VAT	10
10000 + employees	£750 + VAT for each additional 1000 employees (charged in additional to £32,932 + VAT for the first 10,000 employees).	10

\*Max number of accounts refers to the number of distinct customer logins created at each licence tier. Additional account logins can be purchased at any licence tier level by contacting the Helpdesk and are charged at £100 + VAT for each additional login (see Paragraph 4.1 (e))





### 3. Annual Renewal Charges

- 3.1 In addition to the initial Access Charge, the Provider or its Suppliers shall invoice in respect of, and the Customer shall pay to the Provider, a further Annual Renewal Charge relating to the account for each subsequent year of the licence (on a rolling 12-month basis).
- 3.2 Annual Renewal Charges follow the same tiered structure as the initial Access Charge as indicated in the table below (all prices are subject to change).

<b>Size of Organisation</b>	<b>Annual Renewal (payable annually on a rolling basis)</b>
Up to 50 employees	£315 + VAT per year
<100 employees	£315 + VAT per year
101 – 250 employees	£515 + VAT per year
251 – 500 employees	£745 + VAT per year
501 – 1,000 employees	£1,155 + VAT per year
1,001 – 2,500 employees	£2,310 + VAT per year
2,501 – 5,000 employees	£3,300 + VAT per year
5,001 – 10,000 employees	£5,115 + VAT per year
10,000 + employees	Price on-request

### 4. Other Charges

- 4.1 In addition to the Charges detailed in Paragraphs 2 & 3 above, the Provider or its Suppliers will invoice in respect of, and the Customer shall pay to the Provider or its Suppliers, all Charges in respect of:
- (a) provision of any additional Support Services (where these fall outside of the limitations provided in Schedule 1);
  - (b) Customisation of the Application as agreed under separate contract or agreement (see Clause 6 of the main body of this Agreement);
  - (c) access to Customer Materials and any associated data following expiry or termination of this Agreement – charge on application, contact Helpdesk;
  - (d) Licence upgrade, when moving from one tier to another within the licence structure;
  - (e) provision of additional account logins at any given licence tier (as above); and
  - (f) all other Charges that are agreed between the parties in writing from time to time.



### Schedule 3 Acceptable Use Policy

#### **(1) This Policy**

This Acceptable Use Policy (the “**Policy**”) sets out the rules governing the use of our web services (the “**Service**”) and any content that you may submit to the Service (“**Content**”).

By using the Service, you agree to the rules set out in this Policy.

#### **(2) General restrictions**

You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service, or any of the areas of, or services on, the Service.

You must not use the Service:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

#### **(3) Licence**

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, publish, adapt, translate and distribute your Content on and in relation to the Service. You also grant to us the right to sub-license these rights.

#### **(4) Unlawful and illegal material**

You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party’s legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

Content (and its publication on the Service) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- (d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation; or
- (k) be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

#### **(5) Data mining**

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without our express written consent.

#### **(6) Harmful software**

You must not use the Service to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.



**(7) Factual accuracy**

Content must not be untrue, false, inaccurate or misleading.

Statements of fact contained in the Content must be true and statements of opinion contained on the Content must be truly held and where possible based upon facts that are true.

**(8) Negligent advice**

Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause:

- (a) illness, injury or death; or
- (b) any other loss or damage.

**(9) Marketing and spam**

You must not use the Service for any purposes related to marketing, advertising, promotion, or the supply and/or sale of goods and/or services.

Content must not constitute spam.

You must not use the Service to transmit or send unsolicited commercial communications.

You must not use the Service to market, distribute or post chain letters, ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

**(10) Professional advice**

You must not use the Service to provide any legal, financial, investment, taxation, accountancy, medical or other professional advice or advisory services.

**(11) Hyperlinks**

You must not link to any website or web page containing material that would, were it posted on the Service, breach the preceding terms of this Policy.

**(12) Breaches of this Policy**

We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- (a) delete or edit any of your Content;
- (b) send you one or more formal warnings;
- (c) temporarily suspend your access to a part or all of the Service; and/or
- (d) permanently prohibit you from using a part or all of the Service.