SOFTWARE LICENCE

THIS LICENCE is made this [insert date Licence is signed]

BETWEEN

CII ENTERPRISES LIMITED incorporated and registered in England and Wales with company number 01953478 whose registered office is at 3rd Floor, 20 Fenchurch Street, London EC3M 3BY ("**CIIE**").

AND

XXXXX incorporated and registered in England and Wales with company number XXXXX whose registered office is at XXXXX ("**the Customer**").

Each a "party", together the "parties".

IT IS AGREED AS FOLLOWS:

1.   DEFINITIONS

In this Licence, unless the context otherwise requires, the following expressions have the following meanings:

Best Industry Practice:	In respect of the provision of Services and the Maintenance and Support, using the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in the provision of the same or similar services to the Services using appropriately skilled, trained and experienced personnel.
CII Group:	The Chartered Insurance Institute, being a corporate body formed under royal charter with company number RC000104 and having its principal office at 3rd Floor, 20 Fenchurch Street, London EC3M 3BY (referred to in this definition as "**the Institute**") and any corporate body or charity which the Institute is the ultimate holding company of or where such a corporate body or charity is a subsidiary of the Institute and the Institute either directly or indirectly exercises management control, even though it may own less than fifty per cent (50%) of the shares and is prevented by law from owning a greater shareholding.
Commencement Date:	[add start date of licence].
Fee(s):	All fees, including the licence fee, due to CIIE as set out in Schedule 2.
Intellectual Property Rights:	All patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
Licence Period:	[2 years] from the Commencement Date.
Product:	The CII product and services as set out in Schedule 1.

Registered User(s):	A user account on the Customer's learning management system, which has access to the Product. See clause 2.4.
Security policy:	As set out in Schedule 4.
Services:	The initial customisation and training services as well as any post implementation services in respect of the Products set out in Schedule 1.

2. GRANT OF LICENCE

2.1 CIIE confirms that it is the lawful licensor of the Product or has the right to license the Product and in consideration of the obligations under this Licence, CIIE grants to the Customer a non-exclusive non-transferable terminable licence to use the Product subject to the provisions of this Licence.

2.2 This Licence shall not be deemed to extend to any programs or other materials of CIIE other than the Product unless specifically agreed to in writing by the parties.

2.3 The Customer acknowledges that it is licensed to use the Product for staff training and development purposes and only in accordance with the express terms of this Licence and not further or otherwise.

2.4 In consideration of the payment of the Fee for the Licence Period the Customer shall be granted the right to enrol any of its staff as Registered Users to use the Product, each requiring a separate licence. The Fee shall also entitle the Customer to receive periodic updates to the Product, which CIIE issues to all customers from time to time.

2.5 The Customer shall remain liable for all actions of any party who is granted access as a Registered User by the Customer.

2.6 CIIE shall and shall procure that its sub-contractors and agents use Best Industry Practice in the provision of the Services and the Maintenance and Support pursuant to the terms herein. Any additional work or services falling outside the scope of this License required by the Customer shall be mutually agreed by the parties in writing, pursuant to the Fees set out in Schedule 2.

2.7 CIIE agrees to notify the Customer as soon as practicable in the event that CIIE identifies the need to amend, correct or withdraw the content at short notice, due to error, inaccuracy or other cause.

2.8 Certain products may be subject to an allowance or fair usage limit specified by CIIE from time to time. Failure to comply with a specified allowance or limit may result in the Customer becoming liable to pay additional fees.

3. TERM AND RENEWAL

3.1 The Licence shall commence on the Commencement Date and shall continue for the License Period until or unless terminated in accordance with any of the provisions of clause 9 or any other clause of this Licence. Any renewal of this Licence may be mutually agreed by the parties in writing.

4. PAYMENT

4.1 The Fee shall be paid by the Customer in accordance with this clause 4.

4.2 The Fee and other charges payable under this Licence are exclusive of any applicable VAT and other sales tax which shall be payable by the Customer at the rate and in the manner prescribed by law against submission of a valid tax invoice.

4.3 CIIE shall submit invoices annually in advance to the Customer's registered office unless an alternative address is agreed and all properly rendered and undisputed invoices shall be paid within 30 days of the invoice date (the "**Due Date**"). If Customer adds additional Registered Users during the duration of this Licence, CIIE may issue an invoice for these additional Registered Users if CIIE considers this to be in excess of fair usage.

4.4 If the Customer fails to pay on the Due Date any amount which is payable to CIIE, save in respect of payments which are in dispute, then that amount shall bear interest from the Due Date until payment is made in full both before and after any judgement at 4% per annum above the base rate of HSBC Bank plc from time to time. Such interest shall accrue daily and be compounded quarterly.

4.5 If the Customer fails to pay any sums due to CIIE and if thirty (30) days after being sent a payment reminder notice by CIIE any sums remain unpaid, CIIE reserves the right to:
  (a) disable the account;
  (b) temporarily suspend the provision of the Services to the Customer until such time as all outstanding invoices have been settled in full in cleared funds, whereupon the Services will be reinstated. Before reinstating the Services, CIIE may require the Customer to pay a fee for reinstating the Services (as notified to the Customer by CIIE) and/or set up a direct debit mandate for payment of future fees; and
  (c) to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.6 All amounts due under this Licence shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Customer acknowledges that all Intellectual Property Rights in the Product (and any subsequent update to the Product) are the property of CIIE or the CIIE has the right to license the Intellectual Property Rights, and the Customer shall have no rights in or to the Product other than the right to use it in accordance with this Licence.

5.2 The Customer shall notify CIIE as soon as practicable if the Customer becomes aware of any unauthorised use of the whole or any part of the Product by any person.

5.3 The Customer shall, during the Licence Period, effect and maintain industry standard security measures to safeguard the Product from access or use by any unauthorised person.

5.4 The Customer shall not, without the prior written consent of CIIE:
  (a) adapt, or decompile the whole or any part of the Product;
  (b) assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Product or use the Product on behalf of any third party or make available the same to any third party; or
  (c) remove or alter any copyright notices or other proprietary notice or logo; or confidential or proprietary legends or identification on the Product.

5.5 CIIE undertakes to defend the Customer from and against any claim or action that the possession, use, development, modification or maintenance of the Product (or any part thereof) infringes the Intellectual Property Rights of a third party ("**Infringement Claim**") and shall fully indemnify and hold harmless the Customer from and against any losses, damages, costs (including all reasonable legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Infringement Claim.

6. WARRANTIES

6.1 CIIE undertakes to provide the Product and warrants that the Product shall be in good working order. CIIE further warrants that the Product shall be free of defects in design, materials and workmanship, including programming errors in any software.

6.2 CIIE does not warrant that use of the Product will be uninterrupted or error free. The Customer accepts its responsibility for the selection of the Product to achieve its intended results and the CIIE does not warrant that the use of the Product in accordance with this Licence will meet the Customer's specific business requirements.

6.3 The warranties referred to in Clause 6.1 and 6.2 above shall remain in force even where the Product is modified by routine execution of any basic or extended maintenance agreements but shall not (except by agreement) apply after significant software modifications or developments (at the request of the Customer) are made to the Product. If CIIE (or its sub-contractors) carries out the execution of these modifications then the warranties will remain in force.

6.4 CIIE warrants that the Product does not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights or any intellectual property rights including trademarks, copyright or patent rights. Further, CIIE warrants that it has the right to make the Product available to the Customer on terms set out herein.

6.5 Further, the above warranties shall not apply to the extent that any defect in the Product arose or was exacerbated as a result of:
(a) incorrect use, operation or corruption of the Product through no fault of CIIE;
(b) use of the Product with other software or on equipment with which it is incompatible pursuant to the Technical Specification in Schedule 3.

6.6 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the extent permitted by the applicable laws including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7. LIABILITY

7.1 Subject to Clause 7.5, CIIE's total liability in contract, tort (including negligence), by way of indemnity, misrepresentation or otherwise in relation to the Licence shall be limited to Fee(s) paid for the Services to which the claim relates or, if lower, the amount recoverable under the respective liability insurance policy arranged by CIIE from time to time.

7.2 CIIE shall not be liable to the Customer for:
(a) any indirect or consequential loss or damage;
(b) loss of data or other equipment or property;
(c) economic loss or damage;
(d) liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages); and/or
(e) any loss of profit, interest, revenue, anticipated savings or business or damage to goodwill, even if CIIE is advised in advance of the possibility of any such losses and/or damages.

7.3 Save where there is a breach of the obligations under clause 5, and subject to clause 7.5, the Customer's total liability to CIIE, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence shall be limited to total Fees payable under this Licence.

7.4 The parties acknowledge and agree that the limitations contained in this Clause 7 are fair and reasonable in the light of all the circumstances.

7.5 The exclusions in this Clause 7 shall apply to the fullest extent permissible at law, but nothing shall exclude the parties' liability for:
(a) death or personal injury, caused by the negligence of the parties, their officers, employees, contractors or agents;
(b) fraud; or

(c)   for any other liability which may not be excluded by law.

7.6   In furtherance of the provisions of this Clause 7, CIIE shall take out at its own cost and maintain in force, for so long as CIIE has obligations under this Licence, appropriate insurance cover (including in respect of errors and omissions) for a sum of money of not less than £1 million.

7.7   Without prejudice to any of its rights and remedies, the Customer hereby agrees to afford CIIE not less than 14 days (following notification thereof by the Customer) in which to remedy any default hereunder.

7.8   The Customer's statutory rights as a consumer (if any) are not affected.

7.9   All liability that is not expressly assumed under this Licence is excluded to the extent permitted by the applicable law. The limitations in this Clause 7 will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. Nothing in this Licence shall exclude or limit liability for fraudulent misrepresentation.

8.   CONFIDENTIALITY, PUBLICITY AND DATA PROTECTION

8.1   Each party shall, during the term of this Licence and thereafter, keep Confidential any information of a confidential nature concerning the proprietary information, technical data and information, know-how, formulae, specifications, software, business affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs (together the "Confidential Information"). This obligation of confidentiality shall not apply where:
(a)   the disclosing party has consented in writing to the disclosure of its Confidential Information;
(b)   the disclosure of the Confidential Information is required pursuant to a legal or regulatory obligation in which case the receiving party shall promptly notify the disclosing party to the extent permitted under the applicable law;
(c)   the Confidential Information is or becomes available in the public domain through no wrongdoing or breach of this Clause 8; or
(d)   the receiving party is in possession of the Confidential Information from a third party without obligations of confidentiality.

8.2   The terms of the Licence are confidential and may not be disclosed by the Customer without the prior written consent of CIIE which shall not be unreasonably withheld.

8.3   The provisions of this Clause 8 shall remain in full force and effect notwithstanding termination of the Licence for any reason.

8.4   Each party confirms that where they process personal data on behalf of the other, they will ensure compliance with requirements and obligations equivalent to those applicable to data controllers and data processors as set out in the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR) or equivalent, the parties shall:
(a)   Ensure that they have secured such consents, registrations and notifications as may be required to enable CIIE to process Personal Data to the extent required to provide the services; and
(b)   Comply with their respective obligations under the Data Protection Laws which arise in connection with this Licence and that they shall not, in respect of the Personal Data, do or omit to do any act which puts the other party in breach of its obligations under the Data Protection Laws.

8.5   Neither party shall use the names, trademarks or trade names, whether registered or not, of the other party in publicity releases or advertising or in any other manner, without securing the prior written approval from the other party.

8.6   The parties agree to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which either party may suffer or incur as a result of any breach by the other of any of the undertakings given in this clause.

9.   TERMINATION

9.1   Either party may terminate this Licence at any time on written notice to the other party if the other:

(a)   is in material or persistent breach of any of the terms of this Licence and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or

(b)   is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or

(c)   is the subject of any change of control (as defined in section 995 of the Income Tax Act 2007).

9.2   Termination by either party in accordance with the rights contained in this clause 9 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

9.3   On termination for any reason:

(a)   all rights granted to the Customer under this Licence shall cease;
(b)   the Customer shall cease all use of the Product as authorised by this Licence;
(c)   CIIE shall stop the Customer accessing the Product and all Services will cease;
(d)   the Customer shall immediately pay to CIIE any undisputed sums due to CIIE under this Licence and, for the avoidance of doubt, any sum that is disputed shall be in good faith; and
(e)   the Customer shall immediately destroy or return to CIIE (at CIIE's option) all copies of the Product then in its possession, custody or control and, in the case of destruction, certify, on demand, to CIIE that it has done so.

10.   FORCE MAJEURE

10.1   No party shall be liable to the other for any delay or non-performance of its obligations under this Licence arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in this clause 10 shall excuse the Customer from any payment obligations under this Licence.

11.   ANTI-BRIBERY COMPLIANCE

11.1   CII and Customer shall:

(a)   comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

(b)   not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c)   have and shall maintain in place throughout the term of this Licence its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 11.1(b), and will enforce them where appropriate; and

(d)   promptly report any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of this Licence.

12.   VIRUS CHECKS

12.1   Both parties recognise that it is possible for software to be produced which could corrupt not only any software in any Product produced under the Licence but also any other software used on the same system including the operating system software. Such corruption of software may remain dormant and will not necessarily be found during a period of acceptance testing. Such corruption for the purposes of this Clause 12 shall be termed a "**Virus**" or "**Viruses**".

12.2   CIIE warrants that it and its sub-contractors shall use all reasonable endeavours to ensure that no Viruses are coded or introduced to the Product or any software therein during the Licence Period.

12.3   Without prejudice to the Customer's rights and remedies, CIIE agrees, in the event that a Virus is found, to use all reasonable endeavours to promptly assist the Customer in reducing the effect of the Virus, and in particular in the event that Virus causes loss of operational efficiency and/or loss of data, to assist the Customer to the same extent to mitigate such losses and to restore the Customer to its original operating efficiency at CIIE's cost. For the avoidance of doubt this clause 12.3 shall only apply to a Virus or Viruses caused by CIIE's actions or omissions and not those caused by the Customer.

13.   SCHEDULES

13.1   The provisions of Schedules 1, 2, 3 and 4 shall form part of this Licence and shall have effect as if set out in full in the body of the Licence. Any reference to this Licence includes the Schedules

14.   SUBCONTRACTING

14.1   CIIE may perform any or all of its obligations under this Licence through any members of the CII Group, CIIE's agents or sub-contractors provided at all times that CIIE remains liable for all acts and omissions of its members, agents and sub-contractors as if such omissions are its own.

15.   SEVERABILITY

15.1   If any provision of this Licence is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

16.   NOTICES

16.1   Any notice required to be given by either party to the other party under this Licence shall be served personally, sent by first class pre-paid post addressed to the other party's representative at the address stated below or sent to the party's representative via email.

In the case of CIIE:
Ian Simons
Customer Director
The Chartered Insurance Institute
3rd Floor
20 Fenchurch Street
London EC3M 3BY
Email: ian.simons@cii.co.uk

In the case of the Customer:

The Managing Director (or such other senior title) at the address shown on the front page of the Licence.

[Address 1
Address 2
Address 3 + Post Code]
Email: [Please insert]

16.2 Any notice serviced personally shall be considered given at the time of such service, any notice given by first class pre-paid letter shall be deemed to have been received within two days after the date of posting (upon provision of evidence of such posting) unless the contrary is proved and any notice given by email shall be deemed to have been given on the date of transmission.

16.3 A notice in relation to the service of any proceedings or other documents in any legal action cannot be validly given via email and must be served in person or via first class pre-paid post.

17. ASSIGNMENT

17.1 The Licence may not be assigned by either party without the other party's prior written consent, which shall not be unreasonably withheld.

18. AMENDMENTS

18.1 Any amendment, waiver or variation of this Licence shall not be binding on the parties unless set out in writing, expressed to amend this Licence and signed by or on behalf of each of the parties.

19. THIRD PARTY RIGHTS

19.1 No term of this Licence is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Licence, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. ENTIRE AGREEMENT

20.1 This Licence, the Schedules 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.

20.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Licence. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Licence.

21. WAIVER

21.1 No failure or delay by CIIE to exercise any right, power or remedy will operate as a waiver by CIIE nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy by CII.

22. COUNTERPARTS

22.1 This Licence may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement

23. GOVERNING LAW AND JURISDICTION

23.1 This Licence shall be governed by and construed in accordance with English Law and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

This Licence has been entered into on the day and year first above written

For and on behalf of **CII ENTERPRISES LIMITED**

Signed _____

Name in Print _____

For and on behalf of **XXXX**

Signed _____

Name in Print _____

SCHEDULE 1

PRODUCT INFORMATION

For the purposes of this Licence, the definitions set out hereunder shall apply to the following Products, which CIIE is providing to the Customer:

Assess IDD	An online training and competency solution designed to meet the compulsory CPD requirement for staff involved in the distribution of insurance products. Usage limited to those learning outcomes reasonably required to make the Registered Users IDD compliant, such usage not to exceed an average of 15/20 hours per person per year.
Hosted Content Solution	A product for companies that already have a Learning Management System in place and want to access CII content using 3rd party software integration.
Assess+	A product for companies with a bespoke requirement including appraisal system, training and competency and customised solutions.
Configuration	Additional services agreed with the Customer including but not limited to importing users, uploading a question bank, uploading learning content, set up of activity enrolment rules, set up new reports and other services as agreed with the Customer.
Financial Assess	An online training and competency solution for the retail financial services sector'.
Insurance Assess/Broker Assess	An online training and competency solution for the general insurance sector:
Mortgage Assess	An online training and competency solution with for the mortgage and home finance sector.
Training	Product education delivered remotely.

SCHEDULE 2

FEES

Product:	[Insert]
Licence Fee per Registered User:	£XXXX
Maximum number of Registered Users:	[Unlimited/or state no of Registered Users]
Total annual fees:	£XXXX per year

SCHEDULE 3

TECHNICAL SPECIFICATION

https://access-support.force.com/Support/s/article/Assess-LMS-Minimum-Technical-Requirements

SCHEDULE 4

SECURITY POLICY AND PROCEDURES

The following security policies and procedures are designed to protect the Confidential Information of our Customers, their affiliates and Customers. This list cannot be exhaustive; thus Access shall implement such additional security procedures as may be necessary and appropriate under the circumstances to protect the Confidential Information from unauthorized access.   These processes will be in place prior to Access receiving, hosting, storing and/or processing the Confidential Information.

1.   Updated virus software on all Access systems that will protect Customer systems, applications, or Confidential Information.

2.   Strong passwords (upper, lower, number, special character) with enforced password rules.

3.   Individual user accounts for each user (no shared accounts).

4.   Encrypted login sessions and secure transfer of all Customer data.

5.   Encrypted storage of all Customer data on external systems.

6.   Active security monitoring process (intrusion detection, log review, incident response).

7.   Perimeter firewalls.

8.   Active security patch management process with current patches applied to all systems on which Customer information or applications will be stored or processed.

9.   Written, enforced security policy endorsed by executive management.

10.   Strong physical security controls in place on rooms where computer(s) housing Customer data is stored.

11.   Employment references are taken on all Information Services employees and other employees with access to Customer data.   Adherence to secure development methodology and inclusion of security in applications used by our Customers.

12.   Regular backups of systems containing Customer data and applications and secure backup storage.

13.   Logical access controls consistent with generally accepted industry practices.

14.   Independent assessment/verification of control representations via external ISO27001 accreditation. A comprehensive penetration test/vulnerability assessment would also be an acceptable measure of effectiveness of security measures (at Customer's request and expense).

15.   If any of the Confidential Information is to be transmitted to third parties, the third party shall be identified by/to our Customer and approved by our Customer, an appropriate transmission encryption scheme shall be used to protect the Confidential Information in transit, and the third party shall be required to adhere to the security provisions contained herein.