

# LITTLE GREEN BUTTON

## Terms and Conditions

### Company terms of business

Version: 1.8

Review interval: Annual

### Revision History

Version	Date	Author	Summary
1.1	2013-01-10	JW	Uplifted to Controlled Document. Content unchanged.
1.2	2014-03-24	MW	Addition of Engage+, BP monitors and weighing scales
1.3	2014-11-11	SP/JW	Addition of FFT / 3 <sup>rd</sup> Party dependency clarification
1.4	2015-06-16	JW	SSL/Domains/EMIS Ts & Cs/Engage Software mods
1.5	2016-01-26	JW	Updates to include PT IMH
1.6	2017-04-11	JW/MW	Rebranding and product updates
1.7	11/07/18	MB	Updated address
1.8	12/24/18	JW	Updated to reflect new legal identity / Fork from 1.7

### Reviewers

Name	Role	Version	Signature
JW	Company Executive	1.8	
DG	Company Executive	1.8	
BK	Legal Counsel	1.8	

Approved by

Name	Role	Version	Signature
JW	Company Executive	1.8	
DG	Company Executive	1.8	

## Document Control

This document is published in the following locations:

Not published on-line

The document version is held in the following locations:

WCMS (Organisation details drop-down)

# Terms and Conditions of Business

## 1) DEFINITIONS

In this agreement, unless otherwise specified, the following definitions are to be used:

“Licensor”	Little Green Button Limited as defined in Clause 3
“Licensee”, “You”	You or the organisation that you are authorised to represent
“Agreement”	These Terms and Conditions and any applicable Appendices
“Product”	The Little Green Button and any associated services

## 2) INTRODUCTION

The Licensor provides goods and services only in strict accordance with these terms and conditions. Dependent on the goods and/or services provided, specific sections of these terms and conditions apply. The Licensor may modify any of the terms and conditions contained in this Agreement at any time at its sole discretion, and determine whether and when any such changes apply to both existing or future customers.

The Licensor may make changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following being made aware of the posting of any changes or modifications constitutes your acceptance of such changes or modifications.

## 3) LITTLE GREEN BUTTON LIMITED

1A St Nicholas Court	01263 888365
North Walsham	
Norfolk	info@littlegreenbutton.com
NR28 9BY	
United Kingdom	

Company number 11668338

#### 4) RESTRICTIONS ON USE

You shall not:

- a) remove or obscure any copyright or trademark notice or other proprietary notice relating to the product.
- b) reverse engineer, de-compile or disassemble the product.
- c) distribute any portions of the product to a third party.
- d) display the product on a public bulletin board, newsgroup, website, chat room or by any other unauthorised means.
- e) rent or lease any part of a product to a third party without the express written consent of the Licensor.

If the product integrates with any products produced by EMIS, Appendix F will apply.

#### 5) INTELLECTUAL PROPERTY RIGHTS

The copyright, patents, trademarks and all other intellectual property rights in the product and its associated documentation are protected by National and International treaties and remain the property of the Licensor and/or its suppliers. You do not obtain any rights in the product other than those expressly granted in this Agreement.

Both parties agree that, unless they have the prior written consent of the other party, they will not use or disclose to any third party any information which is confidential to the other party. The obligations of this Clause shall survive termination or cancellation of this Agreement.

The Licensee agrees that, unless they have the prior written consent of the Licensor, no access will be granted to the product, either by direct access or by the use of a remote connection of any kind, to any person or persons other than those professionals directly employed by the Licensee.

#### 6) UPDATE POLICY

The Licensor reserves the right, from time to time, to revise and/or improve the product. These updates will be made available to Licensees according to a schedule defined by the Licensor. If you acquire an updated version of a software product, then all copies of the previous version must be destroyed, except for one copy, which may be retained solely for archive purposes.

#### 7) LIMIT OF LIABILITY

The liability of the Licensor is limited to the cost of replacement of the defective product. Nothing in this Agreement shall limit the Licensor's liability for:

- a) fraud or other criminal act.
- b) personal injury or death caused by our negligence.
- c) any other liability that cannot be excluded by law.

d) Subject to Clause 7 (a-c), the Licensor accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to the Licensor.

#### 8) ASSIGNMENT/SUB-CONTRACTING

You may not assign the Agreement or any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the product without prior written consent from the Licensor.

#### 9) SECURITY

The nature of the Licensor's business requires, under certain circumstances, the disclosure of personal and confidential information. The Licensor confirms that any such information disclosed will only be used for the purposes made available. Strict adherence to the Data Protection Act (1998) will be observed by the Licensor and copies of employee's confidentiality agreements will be made available on request.

#### 10) STANDARD LICENCE

The Little Green Button licence covers the sum total of instances of the application, be they locally installed, mobile or delivered by Terminal Services, Application Virtualisation or some other mechanism. The Licensor may, at their discretion, limit or inhibit the service provided if the Licensee exceeds their licenced number of instances. The number of instances available and period of validity are indicated in the management portal and on the invoice provided.

#### 11) EVALUATION LICENCE

The Licensee may use the software within their organisation to assess whether it meets their needs for a period of up to 21 days with a maximum of 50 instances. Both this period and licence limit may be extended at the discretion of the Licensor. If, at the end of the trial period, the service is not required, the relationship is to be terminated in accordance with Clause 19.

#### 12) LOCATION INFORMATION

Within the mobile application, there is the option to enable the transmission of location data. By enabling this facility, the Licensee acknowledges their understanding that the Licensor may store and use this information to enhance the service for other users.

#### 13) PAYMENT

Payment for all goods and services provided is on a strict Net Cash Monthly Account basis.

Licences, where provided, are for a period of one calendar year unless other time periods are agreed in writing.

The Licensor reserves the right to charge interest on monies not paid in accordance with this agreement based on the current bank rate plus 5%.

#### 14) CONFIRMATION OF ORDER (INSTRUCTION TO PROCEED)

Order confirmation shall be given in accordance with Clause 15 below except where a software product is downloaded on-line; then the act of accepting these conditions and downloading the product shall form the contract between the parties.

#### 15) NOTICES/COMMUNICATION

All communication between the parties shall be given:

- a) to the Licensor in writing at the address given in Clause 3 above, via e-mail to an employee of the Licensor or via e-mail to the generic address of [info@littlegreenbutton.com](mailto:info@littlegreenbutton.com)
- b) to the Licensee at either the e-mail or postal address provided during any operating or registration process. It is the responsibility of the Licensee to keep the Licensor informed of changes to contact and billing details. Notice will be deemed received when an e-mail is received (or else on the next business day if it is received after 5pm, on a weekend or a public holiday). Alternatively, 3 days after posting if to a UK Mainland address.

#### 16) WARRANTY

The Licensor warrants the performance of their products according to their type:

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|----------|---|
| Software | The Licensor will replace defective Software. The Licensee's remedy for breach of the warranties set out in this clause: <ul style="list-style-type: none"><li>a) shall be limited to replacement of the defective materials and shall not encompass any other damages.</li><li>b) save as stated herein, the Licensor expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including (but not limited to) warranties of quality, performance, satisfactory quality or fitness for a particular purpose.</li><li>c) it is the responsibility of the Licensee to periodically test the satisfactory operation of the software to ensure local configuration changes have not adversely affected the Software.</li></ul> |
| Hardware | The Licensor warrants hardware as detailed in the Appendices of this document. Where there is no specific mention, the item is guaranteed for a period of one year from delivery.   |

All warranties specifically exclude any misuse or mistreatment of the materials, and are only valid if the materials are used solely for the purpose provided within normal office/domestic environmental conditions. Examples of misuse include, but are not limited to:

- a) turning off mains supply to the unit without following published shut down procedure.
- b) modifications to the enclosure other than those detailed in the product documentation.
- c) abnormal environmental damage. (Liquid, excessive heat, overloading, mishandling etc.).
- d) failure due to out of limits voltages to the power and/or network connectors.
- e) any attempt to access the internal components.

f) any modifications to the configuration of the software, operating system or installed components (other than the installation of approved software) without the express permission of the Licensor.

In the event that the Licensor deems the warranty to have been invalidated, the Licensor may elect to charge for repair or replacement. The Licensee will be notified prior to the repair being undertaken and, in these circumstances only, will be charged for the cost of repair and transport.

## 17) SUPPORT

To provide effective support, the Licensor must be able to access your PCs to investigate any problems. If this is necessary the Licensor will ask the Licensee or their agent to download an application which will grant secure, point to point access to that PC alone on a temporary basis. This application is completely uninstalled when the remote session is terminated and it is impossible for the Licensor to reconnect without the co-operation of the Licensee. If network security policies do not allow the software to be downloaded, run or connect back to the Licensor, the ability to provide timely support will be degraded and a degree of technical literacy will be required from the Licensee.

Where products have a dependency on 3<sup>rd</sup> party systems, the Licensor is unable to warrant the availability and performance of the dependency. The Licensee should ensure that their service level agreements with their 3<sup>rd</sup> party are sufficient to meet their business requirements.

The Licensor records the network settings of the deployed site(s) in order to maintain operation of the system. It is the responsibility of the Licensee to notify the Licensor if there are any changes planned, otherwise the Little Green Button may not operate as expected.

## 18) ENTIRE AGREEMENT

This Agreement and any documents specifically identified by this Agreement constitute the entire agreement between the parties.

## 19) TERMINATION

Termination by either party may be given in general accordance with Clause 12 ( a). Such termination will not absolve either party of payment for service received or the provision of services



contractually entered into and paid for prior to the date of termination. Upon termination, the Licensee shall destroy all documentation and copies of software products, and cease using any leased hardware, pending its collection. Termination can be carried out:

- a) at the end of the contracted period.
- b) under the terms of any applicable Acceptable Use Policy.
- c) if either party defaults on the terms of this agreement and:
  - the default is capable of being remedied but, within 30 days of notice by the non defaulting party specifying the default, is not remedied; or
  - the default is not capable of being remedied. The non-defaulting party may immediately terminate, or temporarily suspend the operation of this agreement until the default is remedied, at its sole discretion.

## 20) FORCE MAJEURE

Neither party is liable for failure to perform if such failure is as a result of Acts of God (including Flooding, Fire Storm or other Natural Disaster), War, Invasion, Act of Foreign Power, Terrorist Activities, Government Sanction, integrated third-party or failure of electricity, network or Telephone Service. However, neither party is entitled to terminate this agreement under Clause 19 in such circumstances.

## 21) GOVERNING LAW

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

## 22) DISPUTES AND REMEDIES

The parties agree to use their best efforts to resolve any dispute which may arise under the Agreement through good faith negotiations. No party shall commence any litigation in relation to this Agreement unless it has first invited the chief executive of the other party to meet with its own chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.

Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party.

The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.

Nothing in this clause shall preclude either party from taking immediate steps to seek urgent, equitable relief before a UK Court.