

## Explaining the updated Licenses, Training and Services Agreement

### Summarising the updates to Triangle's Agreement for Outcomes Star users from April 2023

With the launch of our updated pricing structure, we have updated our Agreement. This document explains what has changed and why. If you have any questions about the changes, please contact Triangle on [info@triangleconsulting.co.uk](mailto:info@triangleconsulting.co.uk) or +44(0)207272 8765.

Please note: where a specific clause is referenced below, this will relate to the new Agreement unless otherwise stated.

#### Changes relating to general use of Outcomes Star Licensed Intellectual Property

In Clause 3 we have amended the right for a client organisation to “use the Licensed Intellectual Property within assessment and case management paperwork” (formerly in Clause 3.1(b)). The new Clause 3.1.5 continues to give a client organisation the right to reproduce the Licensed Intellectual Property, but only where specific conditions are in place, to ensure Triangle's IP is protected.

#### Changes relating to use of Outcomes Star Licensed Intellectual Property in other software

In Clause 1, updated the definitions of:

- Approved In-house Software – removed as an explicit term and covered in a more general term of 'Non-Triangle Software'
- CP Data – removed as was not used in the old Agreement
- Licence Type – see below
- Licenced Software System - removed as an explicit term and covered in a more general term of 'Non-Triangle Software'
- Non-Triangle Software – added as a more general term, as explained above
- Legacy Licence – a new term to define client organisations who have previously held Licence Type 2 or 3 (before May 1<sup>st</sup> 2023.)

In Clause 3 (formerly Clause 3 and 4) we have removed reference to Licence Types 1, 2 and 3.

3.1.7, 3.2 and 3.3 set out how the Legacy Licence provides client organisations with the same rights formerly set out in 4.1(a) and 4.1(c).

With the exception of client organisations with a valid Legacy Licence, the new Clause 3 now includes the right for all client organisations to use the Outcomes Star Online system by default, whilst still retaining the right for a client organisation to request permission to use Outcomes Star Licensed Intellectual Property in Non-Triangle Software.

The new Clause 3 explains if this permission is sought, that a client organisation will need to enter into a separate Licence to use Licensed IP in Non-Triangle Software Agreement (copy available on request).

## Other changes

In Clause 1, updated definitions of:

- Contract – removed for simplification to use Agreement as the consistent term
- Equipment – removed as covered by other terms (eg software) or explained directly in Clause 5.3
- Materials – now explicitly references software and related artefacts
- Star Online System – now called Outcomes Star Online System
- Tool – removed as covered by other terms (eg Licensed Intellectual Property)

Clause 1.2 added to reference that ‘persons’ include individuals, unincorporated bodies, government entities, companies and corporations.

Simplification of description of licence commencement in Clauses 2.1 – 2.3, with the granting of the licence moved to Clause 3 (formerly in Clause 2.1 – 2.4). Rights and process remain the same.

Clause 3 no longer references the need to contact Triangle to discuss additional training if using more than 1 version of the Outcomes Star.

Clause 5 (formerly Clause 6) now includes detail of the support available from Triangle for client organisations – this was previously included in Clause 15 and is materially the same, with a clarification around timeframes for resolving problems and the removal of an automatic termination of the Agreement if a refund on the Licence Fee is provided by Triangle.

Clause 11.7.1 (formerly Clause 11.3(g)) uses the term ‘grant a licence’ instead of ‘allow a licence’.

Clause 12 relating to Intellectual Property rights is simplified, removing a reference (formerly 12.3) to ensuring workers and managers have a licence due to duplication with the new Clause 3.

Clause 15 clarifies the extent of Triangle’s guarantees over the Software, including an industry-standard ‘as is’ clause. The Clause is materially the same as the previous Clause 15.

Clause 18 includes specific monetary limits for professional indemnity insurance cover and public liability insurance cover.

Clause 19 clarifies the action required by the client in the event of termination, including what can be retained by the Client and the responsibilities of the Client if they are using Licensed Intellectual Property in Non-Triangle software.

Clause 22 brings together former clauses 22 (Sub-contracting), 23 (Waiver), 24 (Invalidity) into a ‘General’ section – but they each remain the same.

Clause 23 (formerly 25) removes references to communicating via fax as this is no longer supported by Triangle.