

Outcomes Star Online Partner API Pilot and Sandbox Agreement

Date of last update: 8 December 2023

Parties:

This Outcomes Star Online Partner API Pilot and Sandbox Agreement (the “Agreement”) is made between Triangle Consulting Social Enterprise Limited, a company registered in England under number 07039452 and with registered office at Preston Park House, South Road, Brighton, East Sussex, BN1 6SB (“Triangle”) and the organisation (“Pilot Organisation”) with an OS Live Account participating in the Pilot and agreeing to these terms in accordance with clause 2.1.

Background:

- A. Triangle is providing a Partner API for organisations using the Outcomes Star Online web application to support interoperability and reduce duplication of data entry for practitioners.
- B. Pilot Organisation wishes to access the Partner API or allow a third-party to access the Partner API on their behalf.
- C. Triangle and Pilot Organisation agree to regulate the Pilot on the terms of the Agreement.

Agreed Terms:

1. Definitions

1.1. The following terms have the following meanings in the Agreement:

“API” means application programming interface;

“Branding and Publicity Requirements” means Triangle’s branding and publicity requirements as detailed in clause 12;

“Business Day” means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company or organisation;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Intellectual Property Rights” means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, mask works, the right to sue for passing off, utility models, domain names and all similar rights and, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future and (d) wherever existing;

“OS” means the Outcomes Stars family of tools to support and measure change for service users as contained on the websites of Triangle, www.outcomesstar.org.uk and www.staronline.org.uk;

“OS Live Account” means an active account in the OS Live Environment;

“OS Live Environment” means the Outcomes Star Online live environment;

“OS Partner API” means Outcomes Star Online partner application programming interface;

“OS Partner API Support” means any and all documentation, content, features, tools, functionality and services as made available by Triangle in association with the OS Partner API from time to time;

“OS Sandbox” means the sandbox environment for the OS Partner API;

“parties” means Triangle and the Pilot Organisation, each being a “party”;

“Pilot” means the OS Partner API pilot scheme; and

“Third Party” means a third party duly authorised in accordance with clause 6.

1.2. The background section and any clause or other headings in the Agreement are included for convenience only and shall have no effect on the interpretation of the Agreement.

2. Start date and Term

2.1. The Agreement is effective on the activation of an account by an authorised user of the Pilot Organisation within the OS Sandbox. By undertaking the foregoing action, the Pilot Organisation agreed to be bound by the terms of the Agreement and represents it has the authority to enter into the Agreement.

2.2. The Pilot begins on 15 May 2023 and will end on 31 December 2024 (“Pilot Period.”)

2.3. Triangle may choose to extend the Pilot Period for any number of Pilot Organisations, based on such conditions and requirements as may from time to time be determined by Triangle.

3. Scope

3.1. The Agreement covers (a) the use of the OS Partner API in the OS Sandbox, and (b) the OS Partner API Support.

3.2. The Agreement does not cover the use of the OS Partner API in the OS Live Environment.

3.3. Triangle may revise and update the Agreement from time to time in its sole discretion. Triangle will notify all Pilot Organisations by email (a “Revision Email”) of the issue of a revised Agreement, which will be deemed to take effect 3 Business Days after the date of the Revision Email, unless the Pilot Organisation sends to Triangle a written termination notice within that period.

4. About the Pilot

4.1. Only organisations with an OS Live Account are eligible to participate and continue in the Pilot. The terms of the Agreement and participation in the Pilot do not affect any of the terms already agreed in relation to the OS Live Account or otherwise between the Pilot Organisation and Triangle.

4.2. Triangle will not charge the Pilot Organisation any additional licence fees for use of the OS Partner API during the Pilot Period. Triangle will provide a minimum 6 months’ notice for the introduction of any additional licence fees for use of the OS Partner API following the end of the Pilot Period. The Pilot Organisation will be entitled to at least a 50% discount for the first 12 months of any additional licence fees.

- 4.3. Triangle anticipates that there will be no break in service between the ending of the Pilot Period and the beginning of ongoing licences, subject to clauses 4.4 and 4.5.
- 4.4. During the Pilot Period, the Pilot Organisation will need to meet Triangle's requirements for a successful implementation of the OS Partner API in the OS Sandbox before being permitted to use the OS Partner API in the OS Live Environment.
- 4.5. Triangle has the sole right to decide whether the Pilot Organisation is given permission to use the OS Partner API in the OS Live Environment, based on such conditions and requirements as may from time to time be determined by Triangle.

5. Use of the OS Partner API in OS Sandbox and Support

- 5.1. Subject to the terms and conditions of the Agreement, Triangle grants the Pilot Organisation a revocable, limited, non-exclusive, non-sublicensable licence for the Pilot Period to access and use the OS Partner API in the OS Sandbox for the purpose of development and testing.
- 5.2. Triangle may immediately revoke this licence at any time by written notice.
- 5.3. Following the completion of a planning session with Triangle and Pilot Organisation (and Third Party if applicable), Triangle will provide the Pilot Organisation with the OS Partner API in the OS Sandbox by (a) creating an account within the OS Sandbox belonging to the Pilot Organisation and (b) creating an "Integration Lead" user role within that account with the ability to generate an unlimited number of keys through which to utilise the OS Partner API.
- 5.4. The OS Partner API in the OS Sandbox must only use test data that is not personal data or sensitive data and is not subject to GDPR or equivalent data legislation.
- 5.5. Triangle will support Pilot Organisation and Third Party via Triangle's Helpdesk service during UK working hours, accessed by email to support@staronline.org.uk. For the pilot Triangle will respond to enquiries within 5 working days.

6. Third Parties

- 6.1. The Pilot Organisation can grant access to the OS Partner API to a third party as necessary to facilitate its requirements and obligations under the Agreement, provided that the Pilot Organisation (a) requires any such third party to be bound by conditions and restrictions at least as protective of Triangle, the OS Sandbox, OS Live Environment, OS Partner API and OS Partner API Support as set forth in the Agreement, and (b) notifies Triangle in writing of:
 - 6.1.1. Name of third party organisation;
 - 6.1.2. Name of software product, if relevant; and
 - 6.1.3. Contact name, job title and email address for a point of contact at third party organisation.
- 6.2. The Pilot Organisation acknowledges and agrees that they shall be fully responsible for any act or omission by any third party used to facilitate their requirements or obligations hereunder. Any such act or omission by a third party that amounts to a breach of the Agreement will be deemed a breach by the Pilot Organisation.

7. Restrictions on use of the OS Partner API

- 7.1. The Pilot Organisation will not, and will not permit any person, directly or indirectly, to reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy, rent, modify, or alter, other than as explicitly permitted hereunder, create derivative works of the OS Partner API.
- 7.2. The Pilot Organisation or their contracted third parties may develop, display or distribute applications that interact with the OS Sandbox. The Pilot Organisation (on behalf of themselves and any contracted third parties) agree that they are responsible for any application that they develop, and that any such application must comply with the Branding and Publicity Requirements where applicable.
- 7.3. Triangle may limit the number of OS Partner API calls Pilot Organisation is permitted to make during any given period. Triangle will determine call limits based on various factors, including the ways your applications may be used or the anticipated volume of use associated with your applications. If Pilot Organisation exceeds the call limits established by Triangle, Triangle reserves the right to terminate Pilot Organisation's access to the OS Partner API in the OS Sandbox. In no event will unused OS Partner API calls roll over to the next day or month, as applicable.
- 7.4. The Pilot Organisation is responsible for its own conduct and the conduct of any third party accessing the OS Partner API on their behalf, while using the OS Partner API and for any consequences thereof.
- 7.5. The Pilot Organisation must use the OS Partner API only for purposes that are legal, proper and in accordance with the Agreement and any applicable policies or guidelines provided by Triangle.
- 7.6. In addition to other restrictions contained herein, the Pilot Organisation agrees that when using the OS Partner API Pilot Organisation will not do the following, attempt to do the following or permit its end users or other third parties to do the following:
 - 7.6.1. Disparage Triangle or knowingly tarnish the name, reputation, image or goodwill of Triangle in connection with another application or use of the OS Partner API;
 - 7.6.2. Modify, obscure, circumvent or disable any element of the OS Partner API;
 - 7.6.3. Use the OS Partner API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to the intellectual property rights of such person, or any privacy and data protection laws, or to engage in activities that would violate any fiduciary relationship, any applicable local, state, federal, or international law, or any regulations having the force of law, or which otherwise may be harmful, in Triangle's sole opinion;
 - 7.6.4. Sell, lease, or sublicense the OS Partner API or access thereto;
 - 7.6.5. Use the OS Partner API in a manner that detrimentally affects the stability of Triangle's servers or the behaviour of other applications using the OS Partner API;
 - 7.6.6. Create or disclose metrics about, or perform any statistical analysis of, the OS Partner API or the OS Partner API Support;
 - 7.6.7. Frame, crawl, screen scrape, extract, or data mine from the OS Sandbox, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the OS Sandbox for any unauthorized purpose;
 - 7.6.8. Use the OS Partner API to aggregate, consolidate or otherwise arrange, display or make available data or content from the OS Sandbox for any

commercial purpose or in any manner that Triangle determines could diminish the value or integrity of its business or brand; or

- 7.6.9. Transmit any viruses, worms, defects, Trojan horses, or other disabling code, via the OS Partner API or otherwise, to the OS Sandbox or the computers or networks used by Triangle, Triangle's sub-contractors and other users of the OS Sandbox and OS Live Environment.

8. Termination

8.1. During the Pilot Period:

- 8.1.1. Triangle may at any time by email notice immediately suspend or terminate access to the OS Partner API and the Pilot if Triangle believes the Pilot Organisation has violated the Agreement, or if Triangle believes the availability of the OS Partner API in the application used by the Pilot Organisation is not in Triangle's or its users' best interests; and

- 8.1.2. the Pilot Organisation may terminate the Agreement by notifying Triangle in writing and ceasing use of the OS Partner API in the OS Sandbox.

- 8.2. Upon termination of the Agreement, the Pilot Organisation is responsible for ensuring that all calls to the OS Partner API and any and all content relating to the OS Partner API and OS Partner API Support is deleted and removed from all web pages, scripts, widgets application and other software in their possession or under their control.

- 8.3. At the end of the Pilot Period the Agreement will terminate. If the Pilot Organisation wishes to continue use of the OS Partner API in the OS Sandbox or OS Live Environment thereafter, it must first enter into a further agreement with Triangle and satisfy the conditions of clauses 4.4 and 4.5.

9. Exclusion of warranties, Limitation of liability

- 9.1. Pilot Organisation acknowledges that the Pilot is being provided on a trial basis "as is", "with all faults" and "as available", and that it may contain bugs and errors, experience disruptions, and not operate as intended. Accordingly and except as expressly provided for in the Agreement, Pilot Organisation acknowledges and agrees that to the fullest extent permitted by applicable law, Triangle (a) does not make and excludes any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of satisfactory quality, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the OS Partner API, OS Partner API Support and OS Sandbox and (b) makes no representation about content or information accessible through the aforementioned.

- 9.2. Triangle does not exclude or limit liability for (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; or (c) any other liability which cannot be excluded or limited by applicable law.

- 9.3. Subject to clause 9.2, Triangle will not in any circumstances be liable whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for any:

- 9.3.1. loss of profits, loss of revenue, loss of business, loss of use, harm to reputation or loss of goodwill, wasted expenditure, and/or similar losses (direct or indirect);

- 9.3.2. loss or corruption of data or information; or
- 9.3.3. special, indirect or consequential loss costs, damages, charges or expenses.
- 9.4. Subject to clause 9.2, Triangle's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the Agreement or the use of the OS Sandbox will never exceed the sum of £100. Pilot Organisation acknowledges and agrees that this is fair and reasonable on the basis that the OS Sandbox is provided free of charge for testing and evaluation purposes only and not for commercial use.

10. Data Processing and Security

- 10.1. The Pilot Organisation is responsible for ensuring no personal or sensitive data is processed within their account in the OS Sandbox and in connection with their use of the OS Partner API in the OS Sandbox.
- 10.2. Triangle will only access a Pilot Organisation's data within the OS Sandbox to provide the OS Partner API Support and will not use it for any other purposes.

11. Intellectual Property Rights

- 11.1. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property Rights. As between the parties, the Pilot Organisation or relevant third parties retain all Intellectual Property Rights in their data or application and Triangle retains all Intellectual Property Rights in the OS Partner API, OS Sandbox, OS Live Environment, OS Partner API Support and other associated Triangle Intellectual Property Rights.

12. Branding and Publicity Requirements

- 12.1. Each time Triangle's Intellectual Property Rights are used by the Pilot Organisation or by a Third Party, Triangle's rights will be acknowledged by the prominent insertion of "© Triangle Consulting Social Enterprise Ltd. Used under licence. See www.outcomesstar.org.uk."
- 12.2. Any reproduction of the Triangle or Outcomes Star logo must follow the guidelines available from Triangle.
- 12.3. Pilot Organisation or Third Party must get Triangle's written permission before publishing any public information or publicity about their use of the OS Partner API.
- 12.4. Triangle must obtain written permission from the Pilot Organisation or Third Party before publishing any public information or publicity about their use of the OS Partner API.

13. Miscellaneous

- 13.1. No partnership or agency. Nothing in the Agreement constitutes, or shall be deemed to constitute, any partnership, joint venture, trust, fiduciary or other relationship between the parties (other than the contractual relationship expressly provided for) nor make any party the agent of another party.

- 13.2. Assignment. Pilot Organisation cannot assign, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without Triangle's prior written consent.
- 13.3. Subcontracting. Triangle may delegate or sub-contract performance of all or any of its obligations on the basis that Triangle remains responsible for the acts and omissions of the delegate or sub-contractor.
- 13.4. Notices under the Agreement shall be in writing and sent, in the case of Triangle, to Saraho@triangleconsulting.co.uk, and in the case of the Pilot Organisation, to the email address used to activate an account within the OS Sandbox. Notices shall be deemed as received on transmission to the correct address, provided no failed delivery message is returned.
- 13.5. Change of Control. If Pilot Organisation is subject to a change of Control, then Pilot Organisation must give written notice to Triangle within three Business Days after the change of Control. After receipt of such written notice Triangle may terminate the Pilot immediately by written notice.
- 13.6. Waiver. The failure of a party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligation in respect of such future performance shall continue in full force and effect.
- 13.7. Variation. Save as provided for under clause 3.3, no variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, Triangle and the Pilot Organisation.
- 13.8. Severance. If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.
- 13.9. Force majeure. Neither party shall be liable to the other to the extent that fulfilment of its obligations to the other has been prevented, hindered or delayed by any circumstances beyond the control of either party which shall include (without restriction to the generality of the foregoing) riots, civil commotions, war, rebellion, national or international emergency or national or international strikes, lockouts or other national or international labour disputes, destruction or damage due to natural causes, floods, fires or explosions.
- 13.10. Third-party rights. The parties do not intend that any term of the Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.
- 13.11. Equitable relief. Each party recognises that any breach or threatened breach of the Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 13.12. Entire agreement. The Agreement sets out the entire agreement and replaces all other agreements between the parties relating to the subject matter of the Agreement and there are no representations or obligations other than those contained or referred to herein.

- 13.13. Governing law. The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 13.14. Jurisdiction. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).