



ROCC Computers  
Limited  
Stanford Gate, South  
Road, Brighton, East  
Sussex BN1 6SB

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274700**

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274707**

## UMBRELLA AGREEMENT-SOFTWARE AS A SERVICE

This Agreement ('Umbrella Agreement') is made between:

(1) ROCC Computers Limited of Stanford Gate, South Road, Brighton.  
East Sussex BN1 6SB ('ROCC')

and

(2) The party whose name and address are set out in the Schedule ('the Customer').

IT IS HEREBY AGREED as follows:

### 1. Interpretation

1.1 In this Agreement (including the Schedule and Appendices hereto) the following words and phrases shall have the following meanings:

'Agreement'	means this Umbrella Agreement including the Schedule and incorporating the specific terms and conditions set out in the Appendix/Appendices attached hereto.
'Delivery Date'	means the date of delivery to the Customer of the items/services listed in the Schedule.
'Documentation'	means the operating manuals, user instructions and such other literature supplied to the Customer for aiding the use of the Software.
'Initial Period'	means the initial period or licence term for which this Agreement shall remain in force as shown in the Schedule.

'Annual Fee/'	means the fee payable in respect of a Year as detailed in the Schedule.
'Term Fee'	means the fee as detailed in the Schedule which permits the Customer to use the item during the continuance of the Agreement.
'Year'	means a period of twelve calendar months commencing on the first day of April.

- 1.2 The headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.3 References to clauses and the Schedule are to clauses of and the Schedule to this Agreement.
- 1.4 Words importing the singular include the plural and vice versa; words importing a gender include the masculine and feminine and words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.
- 2. Construction**  
In the event of any conflict between this Umbrella Agreement and the specific terms and conditions contained in the Appendix/Appendices attached hereto the specific terms and conditions contained in the Appendix/Appendices shall prevail.
- 3. Date of Agreement**  
This Agreement shall, after signing by the Customer, come into force on the date it is signed by ROCC which date shall be regarded as the date of this Agreement and (unless otherwise specified in the Schedule) as the commencement date of the Agreement. This Agreement shall remain in force until terminated in accordance with its terms.
- 4. Supply and Delivery**  
4.1 In accordance with the Agreement ROCC will provide and the Customer will accept the Products and/or Services listed in the Schedule.  
4.2 Not Applicable.
- 5. Payment & Charges**  
5.1 The Customer will pay the Fees, Contract Prices and/or Charges as detailed in the Schedule together with Value Added Tax thereon at the appropriate rate in accordance with clause 5.2. Time of payment shall be of the essence.  
5.2 The Customer shall make payments as follows:  
5.2.1 Fee, Term Fee or Contract Price shall be payable following delivery of the relevant item within fourteen (14) days of receipt of an invoice therefor.  
5.2.2 The Customer shall within fourteen (14) days of an invoice therefor pay, in advance, such proportion of any Annual Fee/Charge as may be due for the period from the Delivery Date (or such other date as may be specified in the Schedule) to the commencement date of the next Year, as appropriate and shall pay all subsequent Annual Fee/Charge by bank standing order, giro or direct debit, whether invoiced by ROCC or by a third party, at ROCC's discretion, on the first day of each Year following the Delivery Date or such other date as may be specified in the Schedule.  
5.2.3 The Customer will also pay within fourteen (14) days of an invoice being rendered by ROCC therefor:  
(i) for the cost of any additional Documentation as specified in the Schedule.  
(ii) for the cost of installation (if contracted) as specified in the Schedule, plus expenses as reasonably incurred.  
(iii) for the cost of any training provided by ROCC as specified in the Schedule, plus expenses as reasonably incurred.  
(iv) for such proper charges as may be payable pursuant to clauses 8.5 and 8.6.  
(v) for the cost of any other goods or service supplied by ROCC pursuant to or in connection with this Agreement not included in the Schedule.
- 5.3 Not Applicable  
5.4 If any sums payable hereunder shall remain unpaid fourteen (14) days after they become due, ROCC shall be entitled to charge interest thereon at three (3) per cent above the base rate from time to time of Barclays Bank PLC per annum from the date such sums become due and payable until the date payment is received by ROCC.  
5.5 All payments made hereunder including without limitation payments of the Annual charges shall be made in full and shall not be subject to any abatement, set-off, defence or counterclaim for any reason whatsoever.

## **6. Variations**

The Customer may at any time request ROCC to undertake any reasonable revision to the Goods/Services to be provided. In the event of such variation being required, the Customer shall formally request ROCC to state in writing the effect such variation will have on price and/or on the date of delivery and on any other terms of this Agreement. ROCC shall not proceed with any variation unless authorised to do so by the Customer and shall not be obliged to agree to any such variation.

## **7. Liability**

- 7.1 ROCC accepts responsibility (subject to the remainder of this clause and the terms of this Agreement) for any loss or damage suffered by the Customer, to the extent that the loss or damage is caused by its own negligence or the negligence of any of its sub-contractors or agents.
- 7.2 ROCC shall not in any circumstances (whether or not involving negligence) be liable for any loss of profit or revenues, anticipated savings, contracts, time or goodwill or any indirect or consequential loss or damage suffered by the Customer or any other person.
- 7.3 The maximum aggregate liability of ROCC for any loss or damage caused to the Customer or to any other person in respect of any one event or series of events shall in no circumstances exceed the following, as appropriate:
- 7.3.1 the total value of the Licence Fees (for the relevant item of Software) which are payable during the Initial Period or, if this Agreement has been in force for more than one Year, the last completed Year (whichever shall be the shorter period).
  - 7.3.2 the total amount of Rental Charge payable for the Year in which the loss or damage takes place.
  - 7.3.3 the Maintenance Charge payable by the Customer to ROCC for the Hardware or Software (as appropriate) under this Agreement in the year in which the loss or damage takes place.
  - 7.3.4 the Purchase price of the Equipment.
- 7.4 ROCC's back-up policy for Customer Data is set out the Services Description. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for ROCC (in accordance with the back-up policy), to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up.
- 7.5 The Customer acknowledges that:
- 7.5.1. the level of the Fees/Charges payable hereunder reflects the limitations of liability in this clause 7.
  - 7.5.2 it is in a better position than ROCC to assess its risk in relation to the Goods/Services.
- 7.6 None of the limitations on liability set out in the Agreement shall apply so as to restrict ROCC's liability for death or personal injury caused by its own negligence.

## **8. Term and Termination**

- 8.1 Subject to prior termination as provided herein, this Agreement shall remain in force for the Initial Period. It may then be terminated by either party giving to the other party not less than three (3) months prior notice in writing to expire on the last day of the Initial Period. If no such notice is given to take effect upon expiration of the Initial Period or if no Initial Period is specified in the Schedule then the Agreement shall continue in force until terminated by either party giving not less than three (3) months written notice of termination to expire on any anniversary of the last day of the Initial Period.
- 8.2 ROCC shall be entitled to terminate this Agreement forthwith by notice in writing to the Customer if the Customer fails to make any payment on the due date or commits any material or persistent breach of this Agreement or commits any other breach of the Agreement and fails to remedy such breach within thirty (30) days after written notice from ROCC requiring it to do so. For the avoidance of doubt refusal by the Customer to take delivery of the Goods/Services within a reasonable period of time from the due date or refusal by the Customer to allow ROCC to install the Goods (if contracted), or perform the Services, within a reasonable period of time from the due date shall be interpreted as a material breach.
- 8.3 ROCC shall also be entitled to terminate this Agreement forthwith by notice in writing to the Customer if the Customer enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or suffers the appointment or the presentation of a petition for the appointment of an administrator or administrative receiver or has a Receiver or Manager appointed over all or any of its undertakings or assets or becomes insolvent or enters into any composition or arrangement with its creditors or otherwise suffers any execution or distress against any of its property or the Customer (being an individual) commits an act of bankruptcy.
- 8.4 Any termination of the Agreement shall be without prejudice to any right or liability of either party accrued prior to or upon the result of such termination. The provisions of clause 7 shall survive termination, howsoever arising, of this Agreement.
- 8.5 Upon termination pursuant to this clause the Customer shall pay to ROCC in accordance with clause 5.2 all sums then due hereunder together with a sum equal to the fees and other charges which would have been paid by the Customer during any unexpired part of the Initial Period or if longer the period to

the first day when the Customer would have been able to terminate this Agreement by notice under clause 8.1.

8.6 Upon termination of this Agreement the Customer shall:

8.6.1 cease to use any Licensed Software detailed in the Schedule (together with any copies made under the provisions of the specific terms & conditions contained in the Appendix /Appendices attached hereto) and shall return the same to ROCC forthwith failing which ROCC shall be entitled to enter the premises of the Customer and retake possession of the Licensed Software and any copies thereof. ROCC shall with respect thereto be entitled to charge the Customer its reasonable costs and expenses in retaking such possession. In the event that the Licensed Software is not returned by the Customer within fourteen (14) days of the effective date of termination ROCC shall be entitled to charge the Customer on a pro-rata weekly rate based on the current charge until such time as the Licensed Software is returned to ROCC.

8.6.2 cease to be in possession of any Rental Equipment detailed in the Schedule with the consent of ROCC and ROCC shall be entitled to enter the premises where such equipment is installed and retake possession of the same. Furthermore, ROCC shall in these circumstances be entitled to charge the Customer for disconnection and removal of the Rental Equipment at ROCC's then current rates.

8.7 The Agreement may not be terminated in part by the Customer without the prior written consent of ROCC. ROCC shall be entitled at its discretion under this clause to terminate all or some only of the services provided to the Customer under this Umbrella Agreement.

8.8 The Customer undertakes that it will not during the continuance of this Agreement and for a period of 12 months after its termination or completion directly or indirectly for itself or on behalf of any third party solicit or make any offer or inducement to any member of ROCC's staff engaged in providing services pursuant to this Agreement to leave ROCC's employment nor employ or otherwise engage the services of any such member of ROCC's staff. If the Customer breaches this undertaking, the Customer shall pay to ROCC by way of agreed liquidated damages a sum equal to 12 months salary at the then current rate of the said member of staff.

**9. Waiver**

Failure or neglect by ROCC to enforce at any time any of the provisions hereof shall not be construed as, nor shall be deemed to be, a waiver of ROCC's rights hereunder and shall not in any way affect the validity of the whole or any part of this Agreement nor prejudice ROCC's rights to take subsequent action.

**10. Severability**

In the event that any one or more of the provisions of the Agreement shall for any reason be held to be unenforceable in any respect such unenforceability shall not affect any other provision and the Agreement shall then be construed as if such unenforceable provision had never been contained herein.

**11. Force Majeure**

ROCC shall not be liable for any delay in or failure to perform its obligations under this Agreement if such delay or failure is caused by circumstances or events beyond its reasonable control.

**12. Notices**

Any notices which are required to be given hereunder shall be in writing and shall be sent to the last known address of ROCC or the Customer as the case may be. Any such notice may be delivered personally; or by first class pre-paid letter; or by facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post forty eight (48) hours after posting and if by facsimile transmission when despatched.

**13. Assignment**

The Customer may not assign, sub-licence, charge or otherwise transfer all or any of its rights and obligations under the Agreement to any third party whatsoever without the prior written consent of ROCC such consent not to be unreasonably withheld provided that any cost incurred by ROCC in connection with any such assignment sub-licence charge or transfer shall be reimbursed by the Customer. ROCC shall be entitled freely to assign or subcontract all or any of its right or obligations hereunder.

**14. Entire Agreement**

The Agreement including the Schedule and Appendix/Appendices constitute the entire understanding between ROCC and the Customer with regard to the subject matter thereof and supersede and replace

all previous representations and communications between the parties whether made orally or in writing. In particular any terms and conditions contained in any purchase order or other document issued by the Customer shall not apply to this Agreement.

**15. Amendments**

No waiver, alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by or on behalf of each party by a person authorised in that behalf to do so.

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts to resolve any dispute arising out of or in connection with the Agreement.

SAMPLE

# ROCC COMPUTERS LIMITED - UMBRELLA SAAS AGREEMENT

## Appendix 1: Specific Terms and Conditions for Software Licence

### 1 INTERPRETATION

In this appendix words and expressions defined in the Umbrella Agreement have the same meanings unless the context otherwise requires and the following words and expressions have the following meanings:-

"Business Day"	means a day (other than a Saturday or Sunday) on which banks are generally open in London for normal business;
"Commencement Date"	means the date on which this agreement having been signed by the Customer, is signed on behalf of ROCC (unless another date is specified in the Schedule as the Commencement Date);
"Designated Equipment"	means the computer equipment listed in the Schedule;
"Intellectual Property Rights"	means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for any of them anywhere in the world;
"Licence"	means the licence in respect of the Software Materials granted by ROCC to the Customer under clause 2;
"Licence Fees"	means the aggregate of the fees specified in the Schedule payable by the Customer to ROCC in respect of the Licence;
"Licence Term"	means the duration of the Licence specified in the Schedule;
"Location"	means the place or places specified in the Schedule;
"Software"	means the computer software programs listed in the Schedule including any Updates;
"Software Documentation"	means the documentation listed in the Schedule and the Specifications;
"Software Maintenance Agreement"	means the terms and conditions for software maintenance by ROCC for the Customer attached as an Appendix to the Umbrella Agreement;
"Software Materials"	means the Software and the Software Documentation;
"Specifications"	means the specifications of the Software describing its functions and facilities listed in the Schedule;
"Subsidiary" and "holding company"	shall be construed in accordance with s.736 of the Companies Act 1985 as amended;
"Updates"	means any updates or new releases of the Software made available by ROCC to the Customer under the terms of the Software Maintenance Agreement.

### 2 LICENCE

- 2.1 In consideration of the payment by the Customer to ROCC of the Licence Fees ROCC grants the Customer a non-exclusive non-transferable licence to use the Software Materials during the Licence Term in the normal course of its business for the purpose of its own internal data processing requirements.
- 2.2 The Customer shall not without the prior written consent of ROCC use the Software Materials at any location other than the Location nor use the Software in conjunction with any equipment other than the Designated Equipment.
- 2.3 The Customer shall treat the Software Materials as confidential and shall not without the prior written consent of ROCC disclose the whole or any part of them to any third party. The Customer shall use its best endeavours to ensure that its employees comply with these confidentiality and non-disclosure obligations.

### 3 DELIVERY OF SOFTWARE MATERIALS

Not Applicable for SaaS agreement

### 4 MAINTENANCE

Immediately following the signing of this agreement the parties shall enter into the Software Maintenance Agreement.

## **5 WARRANTIES**

### **5.1 ROCC warrants to the Customer that :-**

5.1.1 it is authorised to grant licences to use the Software Materials on the terms and conditions contained in this agreement;

5.1.2 the Software is and will be compatible with the Designated Equipment.

5.2 Subject to the provisions of this clause ROCC shall not be liable for any loss damage injury or death howsoever caused arising from the Software Materials.

5.3 ROCC's maximum liability to the Customer shall under no circumstances exceed in aggregate a sum equal to the Licence Fees paid by the Customer under this Agreement over the immediately preceding 12 month period.

5.4 ROCC's liability for breach of any of the Warranties shall determine on the date 12 months after the Commencement Date except to the extent that the Customer has notified ROCC in writing before that date of a breach specifying in reasonable detail the nature of the breach and providing reasonable documentary evidence of that breach.

5.5 The Warranties are given subject to the Customer complying with all of its obligations under this agreement and to there having been no changes to the Software Materials except for changes implemented by or with the approval of ROCC.

5.6 Save as expressly provided in this agreement no representation warranty or condition express or implied statutory or otherwise as to condition quality performance merchantability or fitness for purpose are given or assumed by ROCC in respect of the Software Materials and all such representations warranties and conditions are excluded save to the extent that such exclusion is prohibited by law.

5.7 In particular without prejudice to the generality of the foregoing ROCC shall not be liable:-

5.7.1 for any consequential loss or damage or for any loss of profit however caused;

5.7.2 for any liabilities otherwise specifically excluded in the Schedule;

5.7.3 for any loss of the Customer's or any other person's data, the Customer acknowledging that it is his responsibility to ensure that such data is secured.

5.8 ROCC does not limit its liability for death or personal injury arising from its negligence or that of its employees agents or subcontractors.

## **6 INTELLECTUAL PROPERTY RIGHTS**

6.1 The Customer acknowledges that it is not acquiring and will not acquire any Intellectual Property Rights in the Software Materials under this Agreement.

6.2 ROCC undertakes to defend the Customer from and against any claim or action that the use in a manner consistent with the Software Documentation or possession of the Software Materials or any part of them as delivered to the Customer under this agreement infringes the Intellectual Property Rights of a third party ('an IPR Claim') and shall indemnify the Customer from and against any losses damages reasonable costs (including legal fees) and expenses incurred by or awarded as a result of or in connection with the IPR Claim. The foregoing indemnity shall remain in full force and effect notwithstanding any termination of this agreement.

6.3 The Customer agrees that:-

6.3.1 it shall promptly notify ROCC in writing of any IPR Claim of which it has notice;

6.3.2 it shall not make any admission as to liability or agree to any settlement of or compromise any IPR Claim without the prior written consent of ROCC; and

6.3.3 ROCC shall at its request and own expense be entitled to have the conduct of and/or settle all negotiations and litigation arising from any IPR Claim and the Customer shall at ROCC's request and expense give ROCC all assistance in connection with those negotiations and litigation.

6.4 The undertaking and indemnity under clause 6.2 shall not apply to any infringement arising from any modifications of the Software Materials by the Customer or from the use of the Software in combination with any other software and/or any equipment other than the Designated Equipment not supplied or approved by ROCC for use with the Software.

6.5 The provisions of clauses 6.2 and 6.3 state ROCC's entire liability to the Customer in respect of an IPR Claim.

## **7 CONFIDENTIALITY**

- 7.1 All information given by the Customer to ROCC or otherwise obtained by ROCC relating to the business or operations of the Customer or of any person firm company or organisation associated with the Customer (except for information which is in or enters the public domain other than by breach of this clause) will be treated by ROCC its employees agents and sub-contractors as confidential and not used other than for the benefit of the Customer nor disclosed to third parties without the prior written consent of the Customer except to the extent required by law and in those circumstances ROCC shall give the Customer prompt written notice of the disclosure.
- 7.2 All information given by ROCC to the Customer or otherwise obtained by the Customer relating to the business or operations of ROCC or of any person firm company or organisation associated with ROCC (except for information which is in or enters the public domain other than by breach of this clause) will be treated by the Customer its employees agents and sub-contractors as confidential and not used other than for the benefit of ROCC nor disclosed to third parties without the prior written consent of ROCC except to the extent required by law and in those circumstances the Customer shall give ROCC prompt written notice of the disclosure.
- 7.3 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this agreement.

## **ROCC COMPUTERS LIMITED - UMBRELLA SAAS AGREEMENT**

### **Appendix 2: Specific Terms and Conditions for Software Maintenance**

#### **1. DEFINITIONS**

In this Appendix unless the context otherwise requires, words and expressions defined in the Umbrella Agreement have the same meaning in this Appendix and the following expressions have the following meanings:

Anniversary Date	means the date the Maintenance Charge is due for review as detailed in the Schedule.
Commencement Date	means the date specified as such in the Schedule.
Documentation	means the operating manuals, user instructions and such other literature supplied to the Customer for aiding the use of the Software.
Hardware	means the hardware platform on which the Licensed Software resides including any operating system that is not part of the Licensed Software.
Incidents	means an event causing a malfunction of the System running the Licensed Software and shown to be attributable to the Licensed Software.
Licensed Software	means the combination of Software and Documentation to be maintained under the terms of the Agreement.
Maintenance Release	means a release of Licensed Software containing fixes to faults found whilst investigating Incidents. Where Documentation is affected, appropriate amendments will be included.
Major New Product Release	means a major new product release of Software containing significant new features. Such releases may also contain fixes to faults found whilst investigating Incidents.
Media	means the material on which the Software and Documentation are recorded or printed as provided by ROCC to the Customer.
Normal Working Hours	means 08.45 to 17.00 hours.
Services	means the Maintenance Service and the Help Desk Service as defined in the Agreement.
Software	means the Software as detailed in the Schedule and including the Media.
Software Advisory Notice (SAN)	means a bulletin issued from time to time to advise the Customer of the latest Software releases and other related information.
System	means the Licensed Software together with the Hardware.
Term	means the duration of the Agreement as detailed in the Schedule.
Work-around	means a method of circumventing an Incident which enables the Customer to continue using the Licensed Software.

#### **2. THE MAINTENANCE SERVICE**

- 2.1 ROCC undertakes to maintain the Licensed Software and in particular will:
- (a) Investigate all reported Incidents notified to ROCC by the Customer, provided that adequate (as determined by ROCC) information is submitted by the Customer to enable ROCC to replicate the Incident.

- (b) Determine the severity of the Incident, assign a priority and a reference number and notify the Customer thereof.
  - 2.2 Priorities will be determined at ROCC's discretion (with due regard to any reasonable representation made by the Customer) .
  - 2.3 Where the Licensed Software is maintained by a third party (and where ROCC has no access or rights to the source code), ROCC reserves the right to:
    - a) Expedite resolution of Incidents according to the priorities assigned to them subject to any limitations imposed by the third party maintainer.
    - b) Vary the terms and conditions of the Agreement in line with any special requirements of the third party maintainer.
    - c) Substitute an alternative software product (on terms to be agreed with the Customer) in the event that the third party maintainer is unable or unwilling to continue to maintain any item of Software covered by this Agreement.
  - 2.4 When an Incident is resolved, the Customer will be notified and advised of the Maintenance Release incorporating the solution to the Incident.
  - 2.5 From time to time ROCC will release Major New Product Releases which will be available at the prevailing prices published in SANS.
  - 2.6 Where insufficient information is supplied by the Customer to enable ROCC adequately to investigate the Incident then ROCC reserves the right to close the Incident. Any subsequent recurrence must be reported by the Customer as a new Incident.
  - 2.7 If after investigation of an Incident it is deemed by ROCC that the Incident is not the fault of the Licensed Software or is as a result of any usage, modification or enhancement made to the Licensed Software that has not been authorised by ROCC, then ROCC reserves the right to charge the Customer on a time, material and expenses basis for all work undertaken in investigating the Incident.
  - 2.8 Where the System includes operating system software for which ROCC does not hold title then ROCC reserves the right to review the Maintenance Charge or any other condition of contract in the event of any new release of the operating system software by the owner.
  - 2.9 Where the Customer submits to ROCC confidential information relating to an Incident or for any other reason whatsoever, ROCC will take reasonable precautions to keep that information secure and confidential.
  - 2.10 ROCC reserves the right upon giving the Customer sixty (60) days written notice to change the terms of the Maintenance Service offered in this Agreement to take account of changes imposed on ROCC by third party software owners.
  - 2.11 The Maintenance Service provided by ROCC does not include:
    - a) Assistance in attempting to use the Licensed Software in a manner or for a purpose for which it is not designed, or which is not recommended in the Documentation.
    - b) Attendance at the Customer's premises by ROCC personnel.
    - c) Assistance required due to inadequate skill levels on the part of the Customer, the Customer's employees, servants or agents.
3. THE HELP DESK SERVICE
- 3.1 ROCC undertakes to provide a Help Desk Service on the following basis:
    - a) Guidance on Incident reporting procedures together with general advice on the correct actions to take following an Incident.
    - b) Information on the progress and status of reported Incidents.
  - 3.2 The procedures to be followed for utilising the Help Desk Service are outlined below:
    - a) Incidents may be reported by telephone in the first instance to the Help Desk who will log the call and provide advice in accordance with Clause 4.1 a).
    - b) All Incidents reported to the Help Desk must be followed up in writing by the Customer quoting the call number allocated.
    - c) The Help Desk Service is available Monday to Friday (excluding Public Holidays) during Normal Working Hours (8.45 to 17.00).
    - d) The Help Desk Service is available by telephone: 01273 274747
4. CUSTOMER OBLIGATIONS
- 4.1 The Customer undertakes:-
    - a) To report all serious Incidents promptly to ROCC in writing. Initial reporting may be by phone to the Help Desk to be followed immediately by written confirmation.
    - b) To accept and install Maintenance Releases to correct reported Incidents immediately upon receipt.

- c) To report all Incidents in accordance with ROCC's then current reporting procedures.
  - d) To provide all necessary assistance and material to ROCC to enable it to investigate the Incident.
  - e) To accept responsibility to carry out regular backups of data.
- 4.2 The Customer warrants that in relation to all personal data which may be disclosed to ROCC pursuant to this Agreement, it has complied with and shall continue to comply with the provisions of the Data Protection Act and shall not do anything or permit anything to be done which might lead to a breach of the said Act by ROCC.

5. LIABILITY

The maximum aggregate liability of ROCC for any loss or damage caused to the Customer or to any other person in respect of this Agreement which takes place in any calendar year shall in no circumstances exceed the total amount payable by the Customer to ROCC under this Agreement in that year.

6. NON PAYMENT

If the Customer fails to pay the Maintenance Charge or any other sum due hereunder for thirty (30) days after the due date for payment, ROCC may, without prejudice to any other remedy available to it, withhold the Services provided under the Agreement for so long as the default in payment continues. The Customer shall however remain liable to pay the Maintenance Charge during the period the Services are withdrawn.

SAMPLE

## ROCC COMPUTERS LIMITED - UMBRELLA SAAS AGREEMENT

### Appendix 3: Specific Terms and Conditions for the provision of Sundry Goods & Services

Specific Terms and Conditions for the provision of Sundry Goods & Services described in the Schedule to the Umbrella SaaS Agreement made between ROCC and the Customer. Words and expressions defined in the Umbrella Agreement have the same meanings in this Appendix unless the context otherwise requires.

1. **DELIVERY**  
ROCC will use all reasonable endeavours to deliver or provide the Goods/Services on the date or dates set out in the Schedule. Time shall not be of the essence with respect to such date or dates.
2. **WARRANTY**  
ROCC warrants that the Goods/Services will meet the description or requirements specified in the Schedule and that ROCC has taken all reasonably practicable steps to ensure that the Goods supplied are safe and without risk to health when properly used. This warranty is given in lieu of any other warranty or conditions expressed or implied by statute or otherwise.
3. **CUSTOMER OBLIGATIONS**  
The Customer will cooperate with ROCC, where appropriate, in the supply or implementation of the Goods/Services so as not to cause undue delays. ROCC shall not be liable for any such delays and may recover from the Customer all costs and expenses it incurs directly or indirectly as a result of any delays which are due to any default, act or omission of the Customer.
4. **PASSING OF PROPERTY AND RISK**
  - 4.1 The title in the Goods shall not pass from ROCC to the Customer until the later of delivery and receipt by ROCC of payment in full for all sums due or owing from the Customer to ROCC on any account whatsoever. Until title shall have passed the Goods shall be held in trust for ROCC and shall be marked as the property of ROCC, stored separately, not incorporated into any larger assembly or system or disposed of or used in any way by the Customer. If the Customer defaults in the punctual repayment of any sum owing to ROCC then ROCC shall be entitled to the immediate return of the Goods and other goods sold by ROCC to the Customer in which the title has not passed to the Customer and the Customer hereby irrevocably authorises ROCC to recover the Goods and other goods and enter into any premises
  - 4.2 The risk in any Goods supplied under this Agreement shall pass to the Customer upon delivery.
5. **LIABILITY**  
The maximum aggregate liability of ROCC for any loss or damage in any Year caused to the Customer or to any other person in respect of the Goods/Services or otherwise in respect of this Appendix shall in no circumstances exceed the total amount payable by the Customer to ROCC under this Appendix in that Year.

## ROCC COMPUTERS LIMITED - UMBRELLA SAAS AGREEMENT

### SCHEDULE

ROCC Computers Ltd. shall perform the Services in accordance with the ROCC G-Cloud 7 Services Description for the items detailed below as selected from the ROCC G-Cloud 7 Pricing Schedule:

(Details of software and associated services to be detailed below)

Item	Users