



CR number:

SaaS AGREEMENT

Civica UK Limited has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis. Civica will grant access to the Services on the basis that the terms and conditions of this Agreement apply to such use. By accessing and/or using the Service, the Customer agrees to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement do not use the Service.

1. Definitions

The following definitions apply to all of these terms and conditions:

Agreement means the terms and conditions of this SaaS Agreement between Civica and the Customer including any referenced terms including but not limited to the Order Form.

Civica means Civica UK Limited, 2 Burston Road, Putney, London, SW15 6AR and shall include that company's successors and assigns.

Customer means the end user as named on the Order Form who is licensed by Civica to use the Service.

Customer Data means data inputted by the Customer or Users, or Civica on Customer's behalf, for the purpose of using the Services.

Documentation means the documents including on-line manuals made available to the Customer by Civica online at www.civica.co.uk which describes the Service and the User instructions for the Service.

Fees means the subscription and usage fees payable for accessing and using the Service.

Order Form means the Customer's order form authorising the provision of the Services and the payment of the charges to Civica.

Service(s) means the on demand subscription services to the Software provided by Civica to the Customer via its portal notified to the Customer from time to time as more particularly described in the Documentation;

Software means the on-line software applications provided by Civica as part of Service.

User means authorised employees, agents and contractors of the Customer who are authorised by the Customer to use the Service.

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data.

Working Hours means 0900 – 1700 hours on a Monday to Friday excluding English public holidays.

2. Term

2.1 Subject to the Customer paying the applicable Fees and complying with the terms of this Agreement, Civica grants to the Customer a non-exclusive, non-transferable right to permit the Users to use the Services and the Documentation during the term of this Agreement, solely for the Customer's internal business operations.

2.2 The term of this Agreement shall be for the minimum period stated in the Order Form or, if no such period is stated, for a period of two years.

3. Customer Obligations

The Customer agrees:

3.1 it will not allow the number of Users to exceed the permitted number of subscriptions paid for;

3.2 where the number of Users shown in the Order Form are exceeded, it will purchase the necessary additional subscriptions to accommodate the higher volumes;

3.3 where the limitations shown in the Order Form are exceeded, it will purchase the necessary upgrade to accommodate the higher volumes;

3.4 that the Service may incorporate technical means of enforcing or monitoring these terms which may result in it being unable to access the Service beyond the term of this Agreement or where it is in breach of this Agreement;

3.5 it shall be responsible for the Users complying with the terms of this Agreement including any breach by a User and on request provide Civica with a list of current Users;

3.6 it will not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) is discriminatory or any other illegal activity; or

(c) causes or may cause damage or injury to any person or property;

3.7 it will not translate, adapt, arrange, alter, modify, decompile, disassemble or reverse engineer the Software or Documentation or any part of it; except in so far as the Customer may lawfully do so without the authorisation of Civica;

3.8 it will not use the Services to provide services, nor share or disclose the Services, to third parties;

3.9 to use all reasonable endeavours to prevent unauthorised access to, or use of, the Services and/or

- the Documentation and in the event of any such unauthorised access or use promptly notify Civica;
- 3.10 to be responsible for procuring and maintaining its network connections and telecommunications links from its systems to Civica's data centres; and
- 3.11 it will (and ensure Users do) comply with Civica's Acceptable Use Policy which has been provided and is available on request from Civica's Service Manager.
- 4. Services**
- 4.1 Subject to payment of the Fees, Civica shall during the term of this Agreement provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 4.2 Civica shall use commercially reasonable endeavours to make the Services available 24 hours a day seven days a week except for: (a) scheduled maintenance; and (b) emergency maintenance.
- 4.3 Civica shall provide the Customer with Civica's standard support services during Working Hours.
- 5. Customer Data**
- 5.1 The Customer shall own all rights, title and interest in the Customer Data and shall have sole responsibility for the legality, reliability, accuracy and quality of the Customer Data.
- 5.2 Civica shall follow its archiving procedures for Customer Data as set out in its back-up policy in the Documentation as amended from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Civica to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Civica in accordance with its back-up policy.
- 5.3 Civica shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 6. Warranties**
- 6.1 Civica warrants that the Services will during normal use provide the facilities and functions described in the Documentation. Such warranty will commence upon availability of the Service to the Customer and continue for so long as this Agreement is in place.
- 6.2 If any of the Services fails to comply with the warranty mentioned above Civica shall at its option either modify such part of the Services until it complies with the warranty or replace such item of Software with software which complies with the said warranty.
- 6.3 Civica undertakes at its own expense and within a reasonable time, to remedy any program errors materially affecting the performance of the Services provided the Customer has provided notice of the breach in writing, by e-mail or fax.
- 6.4 Civica does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.
- 6.5 The Customer acknowledges that the Services are not bespoke and have not been prepared to meet the Customer's individual requirements and that it is therefore the responsibility of the Customer to ensure that the facilities and functions of the Services meet its requirements.
- 6.6** Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.
- 7 Limits of Liability**
- 7.1 Neither party excludes or limits liability to the other party for (i) death or personal injury arising from the first party's negligence; or (ii) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979; or (iii) fraud or fraudulent misrepresentation.
- 7.2 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Agreement shall be limited to £1,000,000 in aggregate.
- 7.3 Notwithstanding anything to the contrary in this Agreement, but subject to clause 7.1, neither Civica nor the Customer shall be liable to the other for any of the following (whether or not the party being claimed against was advised of, or knew of, the possibility of such losses) whether arising from negligence, breach of contract or otherwise:
- any indirect, special or consequential losses;
 - any loss of business, data, revenue, goodwill, use, or anticipated savings;
 - any damage suffered by the other party as a result of an action brought by a third party arising from any use, or inability to use the Services or from any breach of this Agreement.
- 7.4 Except where liability arises under clauses 7.1, 7.2 or 7.3, Civica's entire liability to the Customer for any claims made in respect of or in connection with any breach of this Agreement whether in contract, for misrepresentation (other than fraudulent misrepresentation), tort (including, but not limited to, negligence) or under statute in relation to the provision of the Services, shall not exceed 100% of the total amount paid in Fees by Customer for the Services.
- 7.5 Civica's prices are determined on the basis of the warranties as stated in Clause 6 and the limits of liability as stated in this Clause 7.
- 8. Copyright**
- 8.1 The Copyright and all other intellectual property rights in the Service, Software, the Documentation and all materials and information which has, or will come into the possession or knowledge of the Customer in connection with this Agreement, or performance thereof, remains the property of Civica or its suppliers and consists of confidential and proprietary data whose disclosure to or use by third parties may be damaging.
- 8.2 Where any source code (other than Open Source Software) is included in the Software it is for the use of Civica only and the Customer shall have no right of access to it and shall not allow any party other than Civica to have access to, or copy, or reproduce it in any form.
- 8.3 Civica and its suppliers retain all intellectual property rights, interests and title in and over their own products and systems (including, without limit, the Services and Software) and all trade secrets, copyright, patent rights,

ideas and any other intellectual property rights in relation thereto remain the exclusive property of Civica or its licensors.

- 8.4 The Software and Documentation is the confidential proprietary information of Civica or its licensor. The Customer shall treat the Software as confidential information of Civica and its licensors.

9. Termination

- 9.1 Civica may terminate the Customer's access to the Services at any time upon written notice to the Customer if the Customer fails to pay any fees or charges due for 14 days after the due date for payment.