SSC END USER AGREEMENT

Use of the software subscription service for Savant Stock Control (SSC) (the "Service") is subject to these Terms of Use (this "Agreement"). Your registration for, or use of, the Service shall be deemed to be your acceptance of this Agreement. The Licensor may modify this agreement at any time without notice to you by posting a revised Agreement on the Service login page. You are responsible for regularly reviewing the Agreement.

The copyright and other intellectual property rights in SSC ("the Software") are owned by Savant Limited (the "Licensor") whose registered office is Dalton Hall Business Centre, Dalton Lane, Burton-in-Kendal, Cumbria, LA6 1BL and whose company number is 2077844 ("the Owner").

For the avoidance of doubt, this Agreement details the licensing conditions, the service availability, the support service and the response times for the Service that the Licensor will use its reasonable endeavours to provide upon payment of the Fee.

If the supply of the Service is covered by an existing Agreement between the Licensor and yourselves, then the existing Agreement between the parties will take precedence over this Agreement.

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Fee"	means the annual subscription fee payable for the use of the Service.
"Licence Term"	means the time period for which the Licensor has agreed to provide the Service to you.
"Outage Event"	means any event which causes the Service to be unavailable.
"Service"	means the service provided by the Licensor to enable access to the SSC application.
"Software"	means the SSC application.
"Site"	means the Internet site or server, provided by you, which hosts the SSC application.
"Standard Working Hours"	means between the hours of 9am to 5pm, Monday to Friday, excluding English and Scottish Public Holidays.
"Your Content"	means all materials that you upload, create or otherwise make available on the Site or through the Service.

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2. Grant of Licence

The Licensor hereby grants you a non-exclusive, non-transferable right to use the Site and the Service for the "Licence Term", solely for your own internal business purposes, subject to this Agreement.

You may use the content on the Site only for your internal business purposes in connection with the Service. Except for the foregoing, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, reverse engineer or in any way exploit any of the software, materials or content on the Site in whole or in part.

You are solely responsible for Your Content. You have the responsibility for the accuracy, quality, integrity, legality and appropriateness of Your Content. Your Content will be protected by the Licensor with at least the same protective precautions that the Licensor takes to protect its similar proprietary information from unauthorised disclosure. The Licensor will not disclose any of Your Content to any third party without your prior written consent, unless required to do so pursuant to any law or regulation from time to time in force in England and Wales.

The Licensor shall be entitled to adjust the scope of the Services and the underlying technical infrastructure to reflect the continuing development of the Service and technical advances.

3. Response Times

All queries on the use of the Service or the Site must be submitted by email from a registered user to sscsupport@savant.co.uk. The Licensor will acknowledge all queries logged in Standard Working Hours within 4 working hours. The Licensor will notify the client via email when an issue has been resolved.

4. Service Availability

The Licensor will use all reasonable endeavours to ensure that the Service will be available for not less than 98% of each calendar month. The Service is deemed to be unavailable in the event of a total loss of service which is not a result of the customers own equipment, network termination within an office or a planned outage.

The Licensor shall have no liability to you if the failure to meet service availability arises directly or indirectly from any of the following:

a) the Licensor acting on recommendations from third parties such as emergency services;
b) scheduled maintenance or re-configuration to the Service being carried out by the Licensor, notified where possible at least 5 working days in advance;
c) Outage Events resulting from a failure of your equipment or network links;

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d) Outage Events resulting directly or indirectly from a breach of any of the terms of this Agreement by you;
e) Failure of the Internet.

5. Planned Outage Events

All Planned Outage Events will be notified to you wherever possible with at least 5 days prior notice. Outage Events for the purpose of maintenance and support of the Service will wherever possible take place outside Standard Working Hours.

6. Support Services

If you discover a defect or error in the Software, the Licensor shall within 10 working days investigate the reported defect or error and inform you of its proposed course of action. The Licensor shall thereafter use its reasonable endeavours to correct such defect or error. Provided the Licensor has in its reasonable opinion been able to rectify the defect or error, it shall, upon such correction being completed, upgrade the Software at the next planned maintenance.

7. Backups

You understand and acknowledge that you are solely responsible for creating backup files of all data accessed by or used through the Service and that the Licensor is not liable for any damages relating to lost, corrupted or damaged data.

8. Warranties

The Licensor does not warrant that the Service will meet your requirements or that the operation of the Service will be uninterrupted or error-free or that defects in the Service will be corrected. In no event will the Licensor be liable to you for any indirect or special loss or damage of any kind (except personal injury or death resulting from the Licensor's negligence or breach of this Agreement), nor for any form of lost profits or consequential loss arising from your use of or inability to use the Service or from errors or deficiencies in it whether caused by negligence or otherwise. In respect of any other claim, in no event shall the Licensor's liability exceed the annual amount paid by you for the Service.

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9. Termination

This Agreement can be terminated on the renewal date by giving three months advance notice to the Licensor. The Agreement can be terminated by the Licensor at any time by giving six months advance notice. The Agreement will also be terminated by the Licensor if you fail to abide by its terms. Your Content will be returned to you in the event of termination of this agreement by either party.

10. Waiver

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

11. Third Parties

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

12. Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

If you have any questions concerning this Agreement please contact:

Business Development Manager
Savant Ltd
Dalton Hall Business Centre
Dalton Lane
Burton-in-Kendal
Cumbria
LA6 1BL
United Kingdom

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