



aztech

IT Solutions

SCHEDULE DOCUMENT

SAAS Supply Terms and Conditions

Public

Aztech IT Solutions Ltd

SaaS Supply Terms and Conditions

Aztech IT Solutions

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1 Terms and conditions

- 1.1 The Customer accepts the terms and conditions that apply at the time of accepting and signing a SaaS Supply Order or at the time of accepting a Quote in writing (as applicable). The Supplier may amend or replace these terms and conditions at any time on one month's written notice to the Customer.
- 1.2 Each capitalized term used in these terms and conditions has the meaning given to that term in clause 17 of these terms and conditions. The Customer acknowledges that in these terms and conditions, 'Contract' is the contract between the Supplier and the Customer and 'Third Party Agreement' is the third party agreement (or terms and conditions) which applies directly between the third party vendor and the Customer.
- 1.3 Nothing in these terms and conditions operates to alter or in any way diminish any aspect of a Third Party Agreement.

2 Charges and payment

- 2.1 The Customer will pay the Relevant Pricing for the Third Party Service in accordance with the timing specified in the applicable Quote or SaaS Supply Order or if not specified, will pay on net 30 days of the date of each invoice. All payments must be made in full without deduction or set-off.
- 2.2 All applicable value added taxes will be charged and payable in addition to the Relevant Pricing.
- 2.3 If any amount is not paid by the due date, the Supplier may suspend provision of all or any of the Third Party Services until the Supplier receives payment in full of all outstanding amounts.
- 2.4 The Relevant Pricing may be changed by the Supplier on the Supplier giving at least six weeks' written notice (by email) to the Customer of the new charges that will apply.

3 Term

- 3.1 Subject to clause 3.2, each Contract will commence on the Commencement Date and where the Quote or SaaS Supply Order (as applicable) specifies a fixed term (including for example by specifying an annual payment or minimum term), that fixed term will apply and the Contract will automatically renew for additional terms of the same period unless specified otherwise or unless the Customer notifies the Supplier in writing that it does not require the renewal.
- 3.2 If the Quote or SaaS Supply Order does not specify a fixed term (as described in clause 3.1), a Contract may be terminated by the Customer at any time on written notice to the Supplier with the termination taking effect at the end of the month in which the Supplier confirms receipt of the Customer's cancellation request unless otherwise specified in the Contract.
- 3.3 Nothing in this clause 3 reduces the minimum term (if any) which the Customer commits to under the relevant Third Party Agreement.

4 Provision of Third Party Service

- 4.1 The Supplier will supply the Third Party Service to the Customer in accordance with the relevant Contract. The Third Party Services are provided to the Customer on a non-exclusive basis and unless otherwise specified in the Third Party Agreement the Customer's right to use the Third Party Service is not transferable. Where applicable, the Supplier will provide log on details to the Customer to enable the Customer to access and use the Third Party Service.
- 4.2 If the Supplier provides support services in relation to the Third Party Service, the Supplier will do so under a separate agreement between the parties for supply of those support services and otherwise in accordance with the Supplier's standard terms and conditions for supply of those services. The Customer acknowledges that unless expressly agreed otherwise between the parties in writing, separate charges apply for provision of support and any other services that may be provided by the Supplier in respect of the Third Party Services.
- 4.3 In addition to the Third Party Agreement (which applies directly between the Customer and the relevant third party vendor), provision of the Third Party Service is subject to these terms and conditions including without limitation clause 4.4.
- 4.4 The Customer must not, nor may the Customer permit any other person to do any of the following, or attempt to do so:
- (a) copy, alter, modify, reverse assemble, reverse compile, reverse engineer or enhance the Systems; or
 - (b) permit or enable users other than the Permitted Users to access or use the Third Party Service; or
 - (c) provide the Third Party Service to any users through operation of a bureau or like services; or
 - (d) resell, rent, lease, transfer, sublicense or otherwise transfer rights to use the Third Party Service; or
 - (e) use the Third Party Service in any way that could damage or interfere with the Systems in any way;
 - (f) use the Third Party Service otherwise than in the manner in which the Third Party Service are designed to be used;
 - (g) use the Third Party Service in any way (whether by transmitting or inputting any files or other material or otherwise) that could interrupt, damage or otherwise interfere with use of the Third Party Service by any other customers;
 - (h) do any act which would or might invalidate or be inconsistent with the Intellectual Property rights of the relevant third party vendor.
- 4.5 The Customer indemnifies the Supplier against any loss, costs, expenses, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party due to:
- (a) use of the Third Party Service otherwise than in accordance with the Third Party Agreement; or

- (b) a breach by the Customer of these terms and conditions.

5 Third Party Agreements

- 5.1 Supply of all Third Party Services is subject to the relevant Third Party Agreement, as well as these terms and conditions. The Customer acknowledges that the Third Party Agreement for the Third Party Services has been provided or made available to the Customer or is available on request from the Supplier and the Customer is deemed to have accepted all applicable Third Party Agreements on accepting a Quote or signing a SaaS Supply Order.

6 Data

- 6.1 The Customer warrants that the Customer has the right and authority to deal with the Data in its use of the Third Party Services.

- 6.2 Without limiting any other aspect of these terms and conditions or the relevant Third Party Agreement, the Customer is responsible for:

- (a) except as expressly provided otherwise in these terms and conditions and the relevant Third Party Agreement, all aspects of the Customer's access and use of the Third Party Service; and

- (b) ensuring that, in using the Third Party Service, it complies with all applicable laws. The Supplier accepts no responsibility for ensuring that use of the Third Party Service will result in the Customer complying with applicable laws or enable the Customer to comply with applicable laws (including for example and without limitation, laws requiring records to be stored in a particular jurisdiction).

- 6.3 Nothing in these terms and conditions transfers ownership of the Data to the Supplier.

- 6.4 The Data is available to the Customer in accordance with the applicable Third Party Agreement and without limiting any legal obligations that the Supplier may have in respect of the Data, the Supplier neither has nor accepts any obligation to provide the Data to the Customer during or following the term of any Contract.

7 Intellectual Property

- 7.1 All Intellectual Property in the Third Party Services is the property of the relevant third party supplier (or its licensors) and nothing in these terms and conditions operates to change that ownership.

8 Confidential Information

- 8.1 The parties recognise and acknowledge the confidential nature of the Confidential Information.

- 8.2 Neither party may use or disclose any Confidential Information other than:

- (a) to its employees, directors or contractors to the extent necessary in the performance of the Contract; or

- (b) with the express prior written consent of the other party; or

- (c) to its professional advisers.

9 Warranties

- 9.1 Each party warrants to the other that it has authority to enter into and perform and the ability to perform its obligations under each Contract.
- 9.2 Except as expressly provided in these terms and conditions, all warranties, terms and conditions (including, without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by law.

10 Termination

- 10.1 Either party may terminate a Contract immediately if the other party:
- (a) breaches any of its obligations under that Contract and fails to remedy the breach within 10 days of receiving notice requiring the breach to be remedied; or
 - (b) becomes insolvent or goes into liquidation or has a receiver or statutory manager appointed over its assets or ceases to carry on business or makes any arrangement with its creditors.
- 10.2 On termination of a Contract:
- (a) all amounts due to the Supplier will become immediately due and payable including payments for the remainder of the fixed term where applicable and unless the Supplier agrees otherwise in writing;
 - (b) without limiting the Customer's rights under the relevant Third Party Agreement, the Supplier will cease to provide the Third Party Services to the Customer, and the Customer will cease to have any entitlement to use the Third Party Service;
 - (c) the provisions of the Contract that are by their nature intended to survive termination will remain in full force.

11 Liability

- 11.1 The Supplier will only be liable for losses (excluding loss of business or profits) which flow directly from a breach of the relevant Contract up to a maximum of the amount paid by the Customer to the Supplier in the one month's preceding the event giving rise to the claim under that Contract.
- 11.2 Subject to and without limiting any Third Party Agreement, the Customer acknowledges that, in addition to the supply of Third Party Services under a Contract:
- (a) in using the Third Party Service, the Customer may be redirected to third party websites and/or elect to use third party products and services;
 - (b) access or use by the Customer of any such third party websites, products or services is subject to the third party's terms and conditions; and
 - (c) the Supplier accepts no responsibility or liability for or in connection with access or use by the Customer of any such third party websites, products or services.

12 **Dispute resolution**

- 12.1 In the event of any dispute arising between the parties in relation to a Contract, no party may commence any proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless that party has complied with the procedures in this clause 12.
- 12.2 The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations ("Other Party's Notice"). Each nominated representative will have authority to settle or resolve the dispute. The parties will co-operate with each other and endeavour to resolve the dispute through discussion and negotiation.
- 12.3 If the dispute is not resolved within one month following the date of the Other Party's Notice (or such longer period as may be agreed upon by the parties in writing), either party may utilize any other legal remedies available to it in seeking to resolve the dispute.

13 **Consumer guarantees**

- 13.1 The Customer acknowledges that where it is acquiring the Third Party Service for the purposes of a business, to the extent permitted by the relevant legislation, any statutory consumer guarantees or legislation that are intended to apply to non-business consumers only will not apply.

14 **General**

- 14.1 Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the Supplier and the Customer, superseding all proposals or prior agreements, oral or written, and all other communications between the Supplier and the Customer, relating to the subject matter of that Contract.
- 14.2 Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
- 14.3 Partial invalidity: If any provision of a Contract or its application to either the Supplier or the Customer or any circumstance is or becomes invalid or unenforceable to any extent, the remainder of that Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 14.4 Independent contractor: The Supplier is an independent contractor to the Customer and is in all respects independent of the Customer. Nothing in a Contract constitutes either party a partner, agent, employee or joint venture of the other.
- 14.5 Suspension: The Supplier may suspend performance of its obligations under a Contract for so long as it is unable to perform for reasons outside of its control.
- 14.6 Assignment: The Customer is not permitted to assign its rights under a Contract.

15 **Notices**

- 15.1 Notices from the Supplier to the Customer under a Contract will be sent to the Customer at the Customer's contact details specified in the Customer Information. The Customer may notify the Supplier of a change to the contact details specified in the Customer Information, on seven days'

notice in writing to the Supplier. Notices from the Customer to the Supplier under a Contract must be sent to the Supplier at the Supplier's contact details as notified by the Supplier.

15.2 Notices sent by email will be deemed received on sending, provided that the sender does not receive an automatic delivery failure notification. Notices sent by post will be deemed received:

(a) on the third day following posting if sent and received within UK

16 **Governing law and jurisdiction:**

16.1 These terms and conditions are governed by the laws of the UK . The parties hereby submit to the non-exclusive jurisdiction of the courts of the UK.

17 **Definitions:** In these terms and conditions:

"Accepted Quote" means a Quote that has been accepted by the Customer by email or other written notification to the Supplier, or by making first payment to the Supplier in accordance with the Quote;

"Contract" means the SaaS Supply Order or Accepted Quote (as applicable), together with these terms and conditions (as updated from time to time under clause 1.1 above);

"Commencement Date" means the date of supply of the Third Party Service to the Customer unless a different date is specified in the Quote or SaaS Supply Order (as applicable);

"Confidential Information" means any proprietary information, know-how and data disclosed or made available by one party to the other party but does not include any information which (a) is in the public domain without any breach of these terms and conditions; (b) on receipt by the other party is already known by that party; (c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party; (d) required by law to be disclosed by the other party;

"Customer" means the customer named in the Customer Information;

"Customer Information" means the customer name, email address and any other contact information included in an Accepted Quote or SaaS Supply Order (as applicable);

"Data" means the Customer's data that is Processed in the course of provision or use of the Third Party Service;

"Intellectual Property" includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;

"Maximum Number" means, where applicable, the maximum number of users specified in the Quote or SaaS Supply Order (as applicable);

"Permitted Users" means permitted users not exceeding the relevant Maximum Number as specified in the Quote or SaaS Supply Order (as applicable);

"Quote" means a quote issued by the Supplier to the Customer for provision of SaaS subscriptions with applicable pricing and other details relevant to the subscriptions;

"Relevant Pricing" means the pricing specified in the Quote or SaaS Supply Order (as applicable), as may be increased on written notice to the Customer;

“SaaS Supply Order” where applicable, means the Supplier’s standard SaaS supply order form, which references these terms and conditions, that has been signed or accepted in writing by the Customer;

“Supplier” means Aztech IT Solutions a company registered in England UK

“Systems” means, as the context permits, the software used by the third parties to provide the Third Party Service and/or the infrastructure used to host the Third Party Service;

“Third Party Agreement” means the third party agreement or terms and conditions, issued by the third party vendor, that applies to use of the Third Party Service;

“Third Party Service” means the third party SaaS subscription services specified in the Quote or SaaS Supply Order (as applicable);

“Working Day” means a day that is not a Saturday, Sunday or public holiday in the UK.