



SaaS Terms of Conditions

These are the **Terms and Conditions**, relevant for those wishing to create a User Account and utilise the Services provided by Digital Beehive.

Please read this Agreement carefully and immediately cease using the Services if you do not agree to it.

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires:

Additional Costs: means any additional costs, expenses, damages or losses suffered or incurred by Digital Beehive.

Business Day: means a day which banks are open for general banking business in London, excluding Saturdays, Sundays and public holidays.

Business Hours: means 08:30 to 17:00 on a Business Day.

Claim: means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise.

Commencement Date: means the date the Services are due to commence, as set out on the Site or in the Quotation.

Confidential Information includes information or documentation which:

1. is disclosed to the recipient in connection with this Agreement (whether before or after the Effective Date);
2. is prepared or produced under or in connection with this Agreement (whether before or after the Effective Date); or
3. relates to:
 - o the business, assets or affairs of a Party or any of its affiliates;
 - o the business, assets or affairs of a company in a group of companies to which the Customer belongs, or any client of that company in the group; or
 - o the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and whether it is disclosed to the recipient or received, acquired, overheard or learnt by the recipient in any way whatsoever.

Customer Data: means all of the information, documents and other data provided by the Customer or their Personnel to Digital Beehive, any content uploaded by the Customer or Personnel to Digital Beehives System, or otherwise accessed by Digital Beehive in providing the Services.



Customer Environment: means the computing environment of the Customer including all hardware, software, information technology and telecommunications services and Systems.

Data Protection Legislation: means the UK Data Protection Legislation and any other applicable European Union legislation relating to personal data including the General Data Protection Regulation ((EU) 2016/679) and all other legislation and regulatory requirements in force from time to time which applies to a Party relating to the use of personal data.

Documentation: means the quick start guides, video tutorials, help articles, on-line materials and other documents for provided for use with Digital Beehive software, created, owned and maintained by Digital Beehive

Effective date: means the date of the execution of this Agreement

Fee: means the fee set out on the Site for the Customer Subscription or by written Quotation.

Force Majeure Event: means any event or circumstances beyond the reasonable control of a Party including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, fire, lightning strike, flood, earthquake, natural disaster, sabotage, nuclear contamination, terrorism, war or civil riot that occurs to the extent that it:

1. would be unreasonable to expect the affected Party to have planned for, avoided or minimised the impact of such circumstance by appropriate risk management, disaster recovery or business resumption plan; and
2. results in a Party being unable to perform an obligation under this Agreement on time.

Intellectual Property Rights: means all present and future rights to:

1. copyright;
2. registered or unregistered designs, patents, trade marks;
3. trade, business, company or domain names;
4. know-how, inventions, processes, trade secrets;
5. circuit layouts, databases or source codes; and
6. any similar rights in any part of the world,

including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Licenced User: means the user(s) permitted to use the SaaS Services and the content, including Customer Data, generated by, or the output of, the SaaS Services as a part of the Customer's Subscription

Payment Method: is by credit/debit card, Bank Transfers, or Bank Deposit.

Payment Terms: means 30 days from the date of the invoice.



Personnel: means in relation to a Party, any employee, contractor, consultant and agent of that Party.

Quotation: means Digital Beehive's latest accepted written quotation to the Customer identifying the specific Services, the Commencement Date that the Services are to be provided, the Term of the Services, any limitations on how and where the Services may be used and the corresponding Fees.

SaaS Services: means the Digital Beehive Software as a service described on the Site.

Services: means all SaaS Services and Support Services that Digital Beehive provides including Set up Services, Training, development work, hosting, support, maintenance and any other work or services that it is agreed are to be provided by Digital Beehive to the Customer.

Set up Services: means any work referred to in the Quotation to be performed by Digital Beehive which enables the Customer to use Digital Beehives Software.

Service Level: means any service levels set in Clause 8.3.

Software: means the software used to provide the Services, and includes any instructions in hard copy or electronic form and any update, modification or release of any part of that software after this Agreement is entered into by the Parties.

Term: means the term of this agreement

Training: the training of Licenced Users referred to in the Quotation to be performed by Digital Beehive.

Subscription: means the period for which the Customer and Licensed Users have access to Digital Beehives SaaS Services as specified on the Site or by written Quotation.

Support Services: means support in relation to the use of, and the identification and resolution of incidents in, the SaaS Services, but shall not include the provision of training services.

System: means a combination of Products or a combination of Products and services which are integrated and operate together, including a network.

User Account: means a unique account enabling a User to access and use the SaaS Services.

User: means an individual person who has been provided a User Account in accordance with this agreement.

Variation: means a change to the SaaS Licence after the date of this Agreement.



2. Acceptance

- 2.1. These Terms and Conditions, and any other terms and policies referred to in these Terms and Conditions, form the agreement between Digital Beehive Ltd registered in England and Wales (No. 4046113) and the Customer collectively referred to as the Parties or each a Party, (**Agreement**).
- 2.2. Digital Beehive owns, or holds the relevant rights to, the Software and will license the use of the Software as a service to the Customer.
- 2.3. The Customer wishes to license the SaaS Services available at <https://www.digitalbeehive.co.uk> (**Site**) from Digital Beehive.
- 2.4. This Agreement sets out the terms upon which Digital Beehive has agreed to grant a license to the Customer to use the SaaS Services. This Agreement is binding on any use of the Services and applies to the Customer from the time that the Digital Beehive provides the Customer with an account (**Users Account**) to access and use the Services (**Effective Date**).
- 2.5. By accessing and/or using the Services you:
 - 2.5.1. warrant to us that you have reviewed this Agreement, including our Website Terms of Use (available on the Site) and our Privacy Policy (available on the Site), and you understand it;
 - 2.5.2. warrant to us that you have the legal capacity to enter into a legally binding agreement with us to access and use the Site; and
 - 2.5.3. agree to use the Services in accordance with this Agreement.
- 2.6. You must not create a User Account unless you are at least 18 years of age.
- 2.7. By using our Services and subscribing on our Site, you acknowledge that you have read, understood, and accepted this Agreement and you have the authority to act on behalf of any person or entity for whom you are using the Services, and you are deemed to have agreed to this Agreement on behalf of any entity for whom you use the Services.

3. Services

- 3.1. On or from the Effective Date and during the Term, Digital Beehive agrees to provide the Services in accordance with the terms of this Agreement.
- 3.2. The Customer agrees that Digital Beehive owns or holds the applicable licences to all Intellectual Property Rights including but not limited to copyright in the Software and SaaS Services and any documentation provided with the Services by Digital Beehive to the Customer including any Customer configuration documentation.



- 3.3. Digital Beehive reserves the right to change or remove features of the SaaS Services from time to time. Where there is any material alteration to the SaaS Services in accordance with this clause, Digital Beehive will provide the Customer with 20 Business Days' notice and the Customer agrees that any material alteration is at Digital Beehive's discretion.
- 3.4. The Parties agree that Digital Beehive:
- 3.4.1. will supply the Services on a non-exclusive basis;
 - 3.4.2. does not make any warranty or representation as to the ability of the facilities or services of any third-party suppliers; and
 - 3.4.3. is not liable for any failure in, fault with or degradation of the Services if that failure, fault or degradation is attributable to or caused by any failure of the Customer Environment or the facilities or services of any third party.
- 3.5. Digital Beehive reserves the right to refuse any request in relation to the Services that it deems inappropriate, unreasonable or illegal.

4. SaaS Service Licence

- 4.1. In consideration for payment of the Fees, Digital Beehive grants to the Customer a non-exclusive, non-transferable (except as otherwise permitted under this Agreement), personal, revocable, licence to access and use the SaaS Services in accordance with Digital Beehive's intended purpose for the SaaS Services (**SaaS Licence**).
- 4.2. The Customer agrees that the SaaS Licence:
- 4.2.1. commences from the Effective Date or the day the Customer is granted access to the SaaS Services by Digital Beehive, whichever occurs first;
 - 4.2.2. permits the Customer to use the SaaS Services in accordance with the SaaS Services' normal operating procedures; and
 - 4.2.3. permits the Customer to provide access and use of the SaaS Services to Licenced Users by embedding the SaaS Services into Customer's services to its customers, as applicable.

5. Licence Restrictions

- 5.1. The Licenced User must not access or use the SaaS Services except as permitted by the SaaS Licence and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Digital Beehive's Intellectual Property Rights in the SaaS Services or Software. Without limiting the foregoing provisions, the Licenced User agrees and acknowledges that it must not and will not permit any person to:



- 5.1.1. resell, assign, transfer, distribute or provide others with access to the SaaS Services;
 - 5.1.2. "frame", "mirror" or serve any of the SaaS Services on any web server or other computer server over the Internet or any other network;
 - 5.1.3. copy, alter, modify, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the SaaS Services or Software; or
 - 5.1.4. alter, remove or tamper with any trademarks, any patent or copyright notices, or any confidentiality legend or notice, or any numbers, or other means of identification used on or in relation to the SaaS Services or Software.
- 5.2. The Licensed User must not use the SaaS Services in any way which is in breach of any statute, regulation, law or legal right of any person within the United Kingdom or jurisdiction in which the Customer or its Personnel are located.

6. Customer Data

- 6.1. The Customer grants Digital Beehive a limited licence to copy, transmit, store and back-up or otherwise access, use or make reference to any Intellectual Property Rights in the Customer Data:
 - 6.1.1. to supply the Services including to enable the Customer, its Personnel and any Licenced Users to access and use the Services;
 - 6.1.2. to do analysis for the purposes of predictive safety analytics, industry guideline production and other construction safety-related uses, provide such Customer Data is redacted;
 - 6.1.3. for diagnostic purposes;
 - 6.1.4. to test, enhance and otherwise modify the Services whether requested by the Customer or not;
 - 6.1.5. to develop other Services; and
 - 6.1.6. as reasonably required for the performance of Digital Beehive obligations under this Agreement.
- 6.2. The Customer represents and warrants that:
 - 6.2.1. any and all Customer Data supplied by the Customer or otherwise accessed by Digital Beehive through the provision of the Services is the sole and exclusive property of the Customer or the Customer has secured any and all authorisations and rights to use the Customer Data as applicable;
 - 6.2.2. its Customer Data does not breach any relevant laws, regulations or codes;



6.2.3.its Customer Data does not infringe the Intellectual Property Rights of any third party;

6.2.4.it will comply with all applicable laws and regulations in the jurisdiction where the Customer accesses and publishes content using the SaaS Services; and

6.2.5.to the extent that the Customer Data contains personal data, it has obtained the necessary consents in order to transfer or permit access to this Customer Data in accordance with applicable privacy and data protection laws.

6.3. The Customer acknowledges and agrees that:

6.3.1.any collation, conversion and analysis of Customer Data performed as part of the Services whether by the Services or otherwise is likely to be subject to human input and machine errors, omissions, delays and losses including but not limited to any loss of Customer Data. Digital Beehive is not liable for any such errors, omissions, delays or losses. The Customer acknowledges and agrees it is responsible for adopting reasonable measures to limit the impact of such loss or error;

6.3.2.Digital Beehive may relocate Customer Data to another jurisdiction. In each case, Digital Beehive will give the Customer 15 Business Days' notice and use all reasonable endeavours to minimise the effect of such change on the Customer's access and use of the Services;

6.3.3.Digital Beehive is not responsible for any corruption or loss of any Customer Data if such corruption or loss is due to an act or omission by the Customer, its Personnel, its Related Bodies Corporate or any Licenced Users; and

6.3.4.Digital Beehive is not responsible for the integrity or existence of any Customer Data on the Customer's Environment, network or any device controlled by the Customer or its Personnel.

6.4. The Customer agrees to indemnify and hold Digital Beehive harmless for the corruption or loss of any Customer Data controlled or stored by the Customer or any Related Bodies Corporate, to the extent the corruption or loss is not caused by the negligent act or omission of Digital Beehive or its Personnel.

7. Data Protection

7.1. The Parties acknowledge that in utilising the Services provided by Digital Beehive, the Software may require the User to input personal data such as; First and last names; e-mail address; postal address; contact telephone number(s), company and job title or function. The Parties further acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Digital Beehive is the processor of such personal data. All Parties will comply with all applicable requirements of the Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a Parties obligations or rights under the Data Protection Legislation.



- 7.2. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to Digital Beehive for the Term and purposes of this agreement.
- 7.3. Digital Beehive shall, in relation to any personal data processed in connection with the performance by Digital Beehive of its obligations under this agreement:
- 7.3.1. process that personal data only on the documented written instructions of the Customer unless Digital Beehive is required by law to do so. If Digital Beehive is required to carry out additional processing by law, it will inform the Customer before the processing takes place (unless the law prohibits this);
 - 7.3.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Customer Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 7.3.3. not transfer any personal data outside of the European Economic Area and the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Digital Beehive has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Digital Beehive complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) Digital Beehive complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - 7.3.4. assist the Customer, at the Customer cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 7.3.5. notify the Customer without undue delay on becoming aware of a personal data breach;



7.3.6.at the written direction of the Customer, delete or return personal data and copies thereof to the Customer termination of the agreement unless required by law to store the personal data;

7.3.7.without prejudice, will ensure anyone it authorises to process the personal data is subject to an appropriate commitment of confidentiality; and

7.3.8.maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for compliance audits by the Customer or the Customer designated auditor and immediately inform the Customer if, in the opinion of Digital Beehive, an instruction infringes the Data Protection Legislation.

8.4 The Customer consents to Digital Beehive appointing a third-party processor of personal data under this agreement as reflected in Digital Beehives online Privacy Policy. Digital Beehive confirms that it has entered or (as the case may be) will enter into a written agreement with the third-party processor, incorporating terms which reflect and will continue to reflect the requirements the Data Protection Legislation. Digital Beehive will remain liable to the Customer for any failure of a sub-processor to meet its Data Protection obligations, as set out herein.

8.5 When appointing a third-party processor of personal data in accordance with Clause 8.4 above, Digital Beehive will give the Customer reasonable advance notice of such appointment. If the Customer objects in writing to the appointment of a third-party processor, either party shall have the right to terminate this agreement with immediate effect, it being agreed that such termination shall not give rise to any liability to either party on account of such termination.

8. Support and Service Levels

8.1. During the Term, Digital Beehive will provide the Support Services in accordance with the Service Levels given below during Business Day(s) and Normal Business Hours provided that:

8.1.1.where required, the Customer assists with investigating and ascertaining the cause of the fault and provides to Digital Beehive all necessary information relevant to the incident (including but not limited to what the Customer or their Personnel has done in relation to the incident).

8.1.2.Digital Beehives Support Services, unless agreed otherwise, is limited to the operation of the Software and does not extend to include, among other things, support or guidance in the use of the NEC or other contract forms.



8.2. Licenced Users may raise support tickets in connection with the Support Services through the Digital Beehives support centre and Digital Beehive will endeavour to respond to them in accordance with the Service Levels set out in Clause 8.3 below.

8.3. Support Services response targets are given below in terms of Business Day(s) and normal Business Hours:

Severity	Description	Response Time	Service Recovery	Incident Resolution
1 Urgent	CCM System completely non-operational, or Customer Data lost, or the majority of Licenced Users were prevented from using the system.	Within 2 hours	Within 4 hours	Within 10 hours
2 High	A functional or operational issue with the system, which does not render the system inoperable, but does significantly impact the daily operation of the system. The issue is being considered sufficiently urgent to warrant an accelerated resolution turn-round.	Within 4 hours	Within 8 hours	Within 10 hours
3 Medium	A functional or operational issue with the system, which does not render the system inoperable, but does significantly impact daily operation. The issue not warranting an accelerated resolution turn-round.	Within 8 hours	Within 16 hours	Within 20 hours
4 Low	Other problems, e.g. minor input or output problems that do not disrupt normal working, or enhancement requests, or general enquiries/ clarifications.	Within 24 hours	N/A	N/A

9. Digital Beehives Additional Responsibilities and Obligations

9.1. Digital Beehive must maintain commercially reasonable security measures to protect all Confidential Information in its possession or control, or in the possession or control of its Personnel, from unauthorised access, use, copying or disclosure.

10. Customer Responsibilities and Obligations

10.1. The Customer will provide all required materials as required by Digital Beehive from time to time for Digital Beehive to perform the Services.

10.2. The Customer must, at the Customer's own expense:

10.2.1. provide all reasonable assistance and cooperation to Digital Beehive in order to enable the Digital Beehive to supply the Services in an efficient and timely manner including but not limited to obtaining from Licenced Users any consents necessary to allow the Customer and its Personnel to engage in the activities described in this Agreement and to allow Digital Beehive to provide the Services;

10.2.2. use reasonable endeavours to ensure the integrity of the Customer Data;



- 10.2.3. permit Digital Beehive and its Personnel to have reasonable access to the Customer Environment for the purposes of supplying the Services;
 - 10.2.4. ensure that only Customer Personnel and Licenced Users will access and use the SaaS Services and such use and access will be in accordance with the terms and conditions of the SaaS Licence; and
 - 10.2.5. make any changes to its Customer Environment that may be required to support the delivery and operation of any Services.
- 10.3. The Customer is responsible for its use of the Services and must ensure that no person uses the Services:
- 10.3.1. to break any law or infringe any person's rights including but not limited to Intellectual Property Rights;
 - 10.3.2. to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
 - 10.3.3. in any way that damages, interferes with or interrupts the supply of the Services.
 - 10.3.4. The Customer acknowledges and agrees that:
 - 10.3.5. it is responsible for all users using the Services including its Personnel and any Licenced Users;
 - 10.3.6. its use of the Services will be at its own risk;
 - 10.3.7. it is responsible for maintaining the security of its account and password. Digital Beehive cannot and will not be liable for any loss or damage from the Customer's failure to comply with this security obligation;
 - 10.3.8. Digital Beehive may alter or update the Customer's account logins and passwords and the logins and passwords for any Licenced Users at any time throughout the Term;
 - 10.3.9. the Customer is responsible for all content posted and activity that occurs under their account. This includes content posted by others who have logins or accounts associated with the Customer's account;
 - 10.3.10. the technical processing and transmission of the Service, including the Customer's content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices;



- 10.3.11. if Digital Beehive wishes to alter the delivery of the SaaS Services which requires a change to the Customer Environment (including reconfigurations or interface customisations the extent necessary to access or use the SaaS Services) the Customer will give any assistance to Digital Beehive or make any such changes to the Customer Environment, that Digital Beehive reasonably requires; and
- 10.3.12. Digital Beehive may pursue any available equitable or other remedy against the Customer as a result of a breach by the Customer of any provision of this Agreement.

11. Prohibited Use

- 11.1. The Customer acknowledges and agrees that this Agreement incorporates by reference the terms of any acceptable use policy as set out on Digital Beehive website or as provided to the Customer from time to time.
- 11.2. The Customer acknowledges and agrees that it must not, and will ensure each Licenced User does not:
- 11.2.1. use the SaaS Services to violate any legal rights of any person, the Customer or other entity in any jurisdiction;
 - 11.2.2. use the SaaS Services in relation to crimes such as theft and fraud;
 - 11.2.3. use the Services in breach of laws relating to the protection of copyright, trade secrets, patents or other intellectual property and laws relating to spam or privacy;
 - 11.2.4. make any unauthorised copy of any copyrighted material owned or licenced by Digital Beehive;
 - 11.2.5. introduce malicious programs into Digital Beehive Software (e.g. viruses, worms, trojan horses, e-mail bombs);
 - 11.2.6. reveal the Customer's account password to others or allow use of the Customer's account to those who are not the Customer's Personnel or Licenced Users;
 - 11.2.7. use the SaaS Services to make fraudulent offers of goods or services;
 - 11.2.8. use the SaaS Services to carry out security breaches or disruptions of a network. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a server or account that the Customer is not expressly authorised to access or corrupting any data. For the purposes of this paragraph, "security breaches" includes, but



is not limited to, network sniffing/monitoring, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;

11.2.9. use any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, any persons' use of the SaaS Services;

11.2.10. send any unsolicited email messages through or to users of the SaaS Services in breach of Data Protection Legislation or to send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages; use the SaaS Services in breach of any person's privacy (such as by way of identity theft or "phishing") is strictly prohibited; and

11.2.11. use the SaaS Services to circumvent user authentication or security of any of the Customer's hosts, networks or accounts or those of the Customer's customers or suppliers.

12. Payment

12.1. The Customer must pay Digital Beehive:

12.1.1. the Fee; and

12.1.2. any other amount payable to Digital Beehive under this Agreement,

without set off or delay using the Payment Method in accordance with the Payment Terms. All Fees are in **GBP£**, and are payable in advance.

12.2. If the Customer requires the use of a purchase order, the Customer is responsible for providing the applicable purchase order at the time of purchase. The Customer acknowledges and agrees to the extent of any inconsistency between this Agreement and any terms and conditions attached to the Customer's purchase order, the terms of this Agreement will prevail. The Parties acknowledge and agree that any pre-printed standard terms and conditions attached to or on the back of any purchase order will not apply to this Agreement.

12.3. If there is a Variation, Digital Beehive will include the Variation Fees due and payable for the Variation performed in invoice(s) subsequent to the performance of any Variation.

12.4. If any payment has not been made in accordance with the Payment Terms, Digital Beehive may (at its absolute discretion):

12.4.1. immediately cease providing the Services, and recover as a debt due and immediately payable from the Customer its Additional Costs of doing so;



- 12.4.2. charge interest at a rate equal to the Bank of England base rate plus 8% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date;
- 12.4.3. engage debt collection services and/or commence legal proceedings in relation to any such amounts; and/or
- 12.4.4. report the Customer to any independent credit data agencies.

13. Change Control

- 13.1. If the Customer wishes to change the scope of the Services, details of the requested change must be submitted to Digital Beehive in writing. Digital Beehive is under no obligation to proceed with the requested change. Within three weeks of receiving the requested change, Digital Beehive shall either:
 - (a) submit a new Quotation to the Customer for acceptance; or
 - (b) inform the Customer that it is unwilling to change the scope of Services, stating its reasons why.
- 13.2. If the Customer accepts a new Quotation all previous Quotations are superseded and the scope of Services are changed accordingly.

14. Communication

- 14.1. Each Party will appoint and maintain at all times a representative who will be responsible for the management of this Agreement.

15. Intellectual Property Rights

- 15.1. A Party's ownership of, or any right, title or interest in, any Intellectual Property Rights in an item which exists prior to the Effective Date (Pre-Existing Material) will not be altered, transferred or assigned by virtue of this Agreement.
- 15.2. The Customer grants to Digital Beehive a non-exclusive, royalty free, non-transferable and revocable licence to use any of the Customer's Intellectual Property Rights including any Pre-Existing Material as reasonably required for Digital Beehive to provide the Services to the Customer.
- 15.3. We do not screen content uploaded onto the SaaS Service, but we have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service that we deem inappropriate, illegal, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violate any party's Intellectual Property Rights or this Agreement.



15.4. We have the discretion (but not obligation) to terminate a Customer's access to and use of the Services if, we determine that Customer or its Authorised Users are repeat infringer of the Intellectual Property Rights of us or third parties.

15.5. This Clause will survive the termination or expiry of this Agreement.

16. Indemnity and liability

16.1. Digital Beehive is liable for the acts and omissions of all its Personnel as if they were done by the Digital Beehive.

16.2. Despite anything to the contrary (but subject to clause 16.3), to the maximum extent permitted by the law:

16.2.1. Digital Beehives maximum aggregate Liability arising from or in connection with this Agreement (including the Services or the subject matter of this Agreement) will be limited to, and must not exceed, in any Contract Year, the total amount of Fees paid to Digital Beehive in the prior Contract Year; and

16.2.2. Digital Beehive will not be liable to the Customer for: (i) any loss of profit (including anticipated profit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of Customer Data); (ii) lack of access to or use of or inability to access or use the Service; (iii) any conduct or content of any third party on the Services; (iv) any content obtained from the Services; nor (v) unauthorised access, use or alteration of your transmissions or content, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

16.3. Clause 16.2 will not apply to Digital Beehives Liability to the Customer under this Agreement for any liability which cannot be excluded or limited by applicable law, including:

16.3.1. fraud or criminal conduct; or

16.3.2. death or personal injury.

16.4. Despite anything to the contrary, to the maximum extent permitted by the law, Digital Beehive will have no Liability, and the Customer releases and discharges the Digital Beehive from all Liability, arising from or in connection with any:

16.4.1. failure or delay in providing the Services;

16.4.2. breach of this Agreement; or

16.4.3. misuse of the Services,



16.5. where caused or contributed to by any:

16.5.1. Force Majeure Event;

16.5.2. a fault or defect in any item of the Customer Environment; or

16.5.3. act or omission of the Customer or its Personnel.

16.6. Digital Beehive uses third-party Service Providers to host the Services. Digital Beehive will not be liable for any interruption to the Services, unavailability or outage, or any interruption, unavailability or outage of the Customer's Systems, caused by any such third-party service provider.

16.7. The Customer agrees that, to the maximum extent permitted by the law, this Agreement excludes all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in this Agreement.

16.8. The Customer agrees to indemnify, and hold harmless, the Service Provider against all Liabilities and Claims arising out of or in connection with:

16.8.1. any and all unauthorised use of the SaaS Service;

16.8.2. Authorised Users access or use of the Services;

16.8.3. injury to or death of any person caused by any act or omission by or on behalf of the Customer or its Personnel; and

16.8.4. damage to any real or tangible property caused by any act or omission by or on behalf of the Customer or its personnel.

16.9. This Clause 16 will survive the termination or expiry of this Agreement.

17. Termination

17.1. This Agreement may be terminated by either party giving at least 60 days' notice in writing.

17.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so; if the other party is insolvent or unable to pay its debts, suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business and/or an administrative receiver; is appointed over the assets of the other party.

17.3. On termination of this Agreement for any reason:



- (a) all User Licences granted under this Agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- (c) Digital Beehive may destroy or otherwise dispose of any of the Customer Data in its possession unless Digital Beehive receives, no later than 30 days after the effective date of the termination of this agreement, a written request, for the delivery to the Customer of the then most recent back-up of the Customer Data. Digital Beehive shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees outstanding at the date of termination; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

18. Force Majeure

- 18.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network or the internet, act of God, acts of government war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm, acts of terror, strikes, telecommunications or network failures or delays, computer failures involving hardware or software not within Digital Beehives possession or reasonable control and acts of vandalism (including malicious cyber-attack), provided that the party claiming relief has taken reasonable technical measures to anticipate such eventualities.
- 18.2. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

19. Governing Law & Jurisdiction

This Agreement is governed by the laws of England & Wales. Each Party irrevocably and unconditionally agree that the courts of England & Wales have exclusive jurisdiction in connection with this Agreement.