



G-Cloud 14 Framework Terms and Conditions



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1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Agreement” means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference;

“Contractual Correspondence” means any correspondence between the parties relating to this Agreement as included in Section 12;

“Data” means that information which is input to, or stored by Customer on the System supported in accordance with this Agreement;

“Developments” means a definitive piece of work created by Provider providing functionality as specified by Customer;

“Intellectual Property Rights” includes the protected rights attaching to all and any patents, patent applications, trademarks, service marks, trade names, registered designs, unregistered design rights, copyright, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same;

“Material Defects” means a defect in any item, whether tangible or intangible, that substantially prevents the Services from operating or functioning as intended in the Statement of Works;

“Services” means any Service provided under this Agreement as set out in a Schedule or Statement of Work;

“Site” means the location or locations where Services will be provided under this Agreement;

“Software” means the software application(s) described in a Agiloft Terms of Use Agreement or a SaaSam End User Order Agreement;

“Statement of Work” means a document executed by both parties that specifies the requirements for the Services, including any Developments;

“System” means the technical platform on which the Software operates, and is accessed by Customer;

“Third Party Background IP” means any material incorporated in the Developments or otherwise used in the supply of Services in which Intellectual Property Rights are owned by a third party, including any open source software used by Provider.

1.2 For the purposes of interpretation and construction of this Agreement:

1.2.1 words importing one gender include the others;

1.2.2 words importing the singular or plural number include the plural and singular numbers respectively;

1.2.3 references to Sections, Clauses, and Schedules are references to sections, clauses and schedules in this Agreement;

1.2.4 any Schedules, and the provisions in such Schedules will have the same effect as if set out in the body of this Agreement. In the event of any conflict between the Schedules and the body of this Agreement, the provisions of the body of this Agreement will prevail;

1.2.5 headings and marginal notes are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement.



2 RESPONSIBILITIES OF THE PARTIES

- 2.1 In consideration of the Services to be provided by Provider as detailed in the Schedules and/or in any Statement of Work, Customer agrees to pay Provider the fees and charges set out in such Schedules or Statement of Work. The parties acknowledge that on execution of a Statement of Work, that Statement of Work:
 - 2.1.1 will be incorporated into this Agreement by reference; and
 - 2.1.2 will not prevail over this Agreement in the event of any inconsistency.
- 2.2 Provider will:
 - 2.2.1 subject to clause 2.3, do all things necessary or desirable to procure for the benefit of Customer a licence from the licensor of the Software directly to Customer for Customer to use, and authorise Customer's representatives to use, the Software and all Developments for the purposes contemplated by this Agreement and any Statement of Work;
 - 2.2.2 supply the Services and deliver the Developments in accordance with, and so as to meet the requirements specified in the Schedule or Statement of Work;
 - 2.2.3 where a Statement of Work specifies a date for delivery of any Development, use all reasonable endeavours to deliver such Development by the date specified, subject to Customer complying with any obligations imposed on it in that Statement of Work; and
 - 2.2.4 otherwise use its reasonable endeavours to provide the Services promptly.
- 2.3 Customer will:
 - 2.3.1 pay any licenses fees required in order to use the Software, at the time and in the manner specified in the End User Order; and
 - 2.3.2 comply with all other obligations imposed on it in a Schedule or Statement of Work.
- 2.4 Where a Site visit is necessary to fulfil the Service the Provider will negotiate the timing of such with the Customer.
- 2.5 Provider's staff will comply with all reasonable requests and instructions of Customer's staff and, when making Site visits, will comply with Customer's health, safety and security procedures as notified to Provider.
- 2.6 Customer will give the Provider reasonable access to and use of the general facilities and services of the Site in order to enable Provider to perform its obligations under this Agreement.
- 2.7 Customer will make available remote communications access to the System as required by Provider to enable services to be performed under this Agreement.
- 2.8 Customer will pay all reasonable travel and accommodation expenses incurred by Provider in relation to visits to the Site for the purpose of providing Services.
- 2.9 Customer will ensure that all persons using the System are appropriately trained in its use and authorised to use it.
- 2.10 Customer will appoint the appropriate and authorised persons from its staff to liaise with the Provider and will ensure that such staff are reasonably available to Provider as required for consultation and guidance with regard to all information, facilities and services reasonably required by Provider for the performance of its obligation under this Agreement.
- 2.11 Customer may request the Provider to supply additional Services subject to the appropriate amendment of the Schedules to this Agreement being agreed to by both parties.
- 2.12 The Provider may charge reasonable additional fees at its then current hourly rates for services resulting from (but only to the extent arising from):



- 2.12.1 time spent in addition to actual hours of the Services incurred in travelling to and from the Site, including waiting time;
 - 2.12.2 fluctuations in external power supply, fire, flood, earthquake and any other events over which the Provider has no control;
 - 2.12.3 defects arising from failure by Customer to provide suitable physical and environmental conditions;
 - 2.12.4 any delay caused by Customers' failure to meet or delay in meeting its obligations in any Schedule or Statement of Work;
 - 2.12.5 improper use or misuse of the System by Customer or Customer's representatives, including failure to keep backups or adhere to any written or verbal operating instructions or procedures as required by a Agiloft Terms of Use Agreement or SaaSam End User Order License Agreement;
 - 2.12.6 maintenance, alteration or modification made to the System by a third party other than Customer's System authorised representative; and
 - 2.12.7 work required when Customer specifications for the Services are modified once Provider has commenced providing the Services.
- 2.13 While this Agreement is in force, and for a period of six months after the termination of this Agreement for any reason, neither party will solicit for employment or contract work, employ or offer employment, or contract or offer contract work to any person employed by or acting on behalf of the other party, without the prior written permission of the other party.
- 2.14 Provider will notify Customer in a reasonable timeframe after becoming aware of anything (whether caused by Provider, Customer or otherwise) that is likely to or will result in a delay in or failure to supply the Services or any Development by a date specified in a Statement of Work ("problem"), specifying at least the nature of the problem, the cause of the problem, the steps being taken to minimise the impact of the problem and whether the problem is caused by something outside Provider's reasonable control.
- 2.15 Provider will keep Customer fully informed of its plans to work around any problem, including cost effective and practical recommendations as to how Customer could minimise the loss or damage likely to be suffered as a consequence of the problem.
- 2.16 If any part of a Statement of Work needs to be amended to address any problem, or if any additional fees or expenses are likely to be incurred in order to resolve the problem:
- 2.16.1 if the problem was caused by an act or omission of Customer or any representative of Customer and Provider has complied with clauses 2.13 and 2.14, Customer will agree to any reasonable amendment requested by Provider, or agree to pay any reasonable additional fees or expenses charged by Provider;
 - 2.16.2 if the problem was caused by an event of Force Majeure, the parties will meet in good faith to agree on reasonable amendments requested by Provider, or the payment to Provider of reasonable additional fees or expenses charged by Provider; and
 - 2.16.3 in any other circumstances, Customer may refuse any amendment, and Provider will itself meet any additional fees or expenses it incurs in order to rectify the problem.
- 2.17 Customer acknowledges risks associated with testing and development in a live environment and that best practice requires that work be done first in a separate and dedicated test environment provided at Customers expense. Accordingly, if Provider, at the instruction of Customer carries out such work in a live environment, Customer acknowledges that Provider will have no liability for the consequences of that work.

3 FEES AND PAYMENTS

- 3.1 Provider will invoice Customer for the supply of the Services at the rates and intervals set out in the Schedules or Statement of Work. Any applicable taxes will be payable by Customer, at the rate applicable at the time of the invoice.



- 3.2 Additional services that fall outside of the scope of the Services will be charged to Customer in accordance with Provider's standard rates applicable at the time of supply or as otherwise specified in a Schedule, Statement of Work, Change Request or Quote. For the avoidance of doubt, the cost of rectifying Material Defects in any Deliverable or Services are not considered to be "Additional Services", and Provider will itself meet any additional fees or expenses it incurs in order to rectify any such defects.
- 3.3 Customer will pay Provider's invoice without deduction by the 20th of the month following invoice date unless provided for otherwise in a Schedule or Statement of Work.
- 3.4 Provider may revise its standard Service rates on an annual basis with one month's written notice, except for Services delivered on a fixed-cost basis.
- 3.5 Provider may withhold the provision of Services where overdue amounts have not been paid by Customer.
- 3.6 If Customer defaults on any payment due under this Agreement, Provider may (without prejudice to its other rights) charge interest on the unpaid amount from the due date to the date of actual payment at 2% per annum over the base overdraft facility rate charged by Provider's bankers from time to time.

4 CONFIDENTIALITY

- 4.1 Each party agree that, unless it has the prior written consent of the other, it will not use or disclose to any third party (other than for the purpose of performing this Agreement, or to its professional advisors, or as required by law or stock exchange regulation) the terms of this Agreement or any information which is confidential to the other party. The obligations of this clause will survive termination or cancellation of the Agreement.
- 4.2 Neither party will advertise or publicly announce any matter relating to the existence of this Agreement without the other's prior written consent, which will not be unreasonably withheld.

5 INTELLECTUAL PROPERTY

- 5.1 Provider (or the owner of any Third Party Background IP, including Agiloft) is or will be the sole owner of all rights (including Intellectual Property rights) in the Software supplied under this Agreement.
- 5.2 Customer exclusively owns all right, title and interest in and to all Data.
- 5.3 Customer will not, nor permit any other person to:
 - 5.3.1 copy, alter, modify, reproduce, reverse assemble, reverse compile or enhance the Software, and/or the Third Party Background IP;
 - 5.3.2 alter, remove or tamper with any trade marks, any patent or copyright notices, or any confidentiality, proprietary or trade secret, legend or notice, or any numbers, or other means of identification used on or in relation to the Software, and/or the Third Party Background IP;
 - 5.3.3 make any of the Software, and/or the Third Party Background IP available to any person other than its employees without the prior written consent of Provider; or
 - 5.3.4 do any act that would or might invalidate or be inconsistent with the Provider's (or the owner of the Third Party Background IP's) Intellectual Property rights.
- 5.4 Customer will, at Provider's expense, take all such steps as Provider may reasonably require to assist Provider to maintain the validity and enforceability of Provider's (or the owner of the Third Party Background IP's) Intellectual Property rights.
- 5.5 Customer will notify Provider of any actual, threatened or suspected infringement of any Intellectual Property rights and of any claim by any third party that any use of the Software, and/or the Third Party Background IP



infringes any rights of any other person, as soon as that infringement or claim comes to Customer's notice. Customer will do all such things as may reasonably be required by Provider to assist in pursuing or defending any proceedings in relation to any such infringement or claim.

- 5.6 Customer indemnifies Provider against any loss, costs, expenses, demands or liability, whether direct, indirect, consequential or otherwise, and whether arising in contract, tort (including in each case negligence), or equity or otherwise, arising out of a claim by a Third Party alleging infringement of that third party's Intellectual Property rights if such claim arises from infringement, suspected infringement or alleged infringement due to:
- 5.6.1 use of any of the Software, and/or the Third Party Background IP in combination by any means and in any form with software or equipment not specifically approved by Provider or in a manner or for a purpose not reasonably contemplated or authorised by Provider; and/or
 - 5.6.2 a breach by Customer of clause 5.2.

6 WARRANTIES

Provider represents and warrants that:

- 6.1 It possesses the expertise needed to provide the Services required by this Agreement.
- 6.2 Provider acknowledges that Customer is relying upon the skill and expertise of Provider for the performance of this Agreement;
- 6.3 All services will be provided in a competent manner and in accordance with this Agreement;
- 6.4 The personnel supplied to undertake the services will have all the requisite skills and expertise for the purpose and will carry out their duties with due care and skill;
- 6.5 The Services and Developments will be:
 - 6.5.1 fit for the purposes described in the Schedules or Statement of Work;
 - 6.5.2 comply with the specifications in the Schedules or a Statement of Work;
 - 6.5.3 free of material defects and operate in accordance with the specifications in the Schedules or a Statement of Work.

7 LIMITATION OF LIABILITY

- 7.1 Neither party will under any circumstances be liable under the law of tort, contract, equity, or otherwise for any loss, damage, or injury or for any indirect or consequential loss or damage, however caused, arising out of or in connection with the performance or non-performance of this Agreement other than breach of the terms of this Agreement.
- 7.2 Provider's liability to Customer arising out of any claim for damages for any cause whatsoever will under no circumstances exceed in aggregate the total amount of the sum actually paid by Customer to Provider for the Services that gave rise to the claim or limitation of liability, whichever is lower.
- 7.3 No action arising out of this Agreement, regardless of form, may be brought by either party more than two (2) years after it becomes aware of the cause of action.

8 TERMINATION

- 8.1 Either party may terminate this Agreement immediately by notice in writing upon:



- 8.1.1 the other party committing any breach of this Agreement that is incapable of remedy;
- 8.1.2 the other party failing to remedy any breach of this Agreement that is capable of remedy within 30 days of notice of that breach having been given in writing by the non-defaulting party to the other party; or
- 8.1.3 the commencement of liquidation or the insolvency of the other party (except for the purposes of solvent amalgamation or reconstruction) or upon the appointment of a receiver, statutory manager or trustee of the other party's property or upon an assignment for the benefit of the other party's creditors or upon execution being levied against the other party or upon the other party compounding with its creditors or being unable to pay its debts in the ordinary course of business.

9 FORCE MAJEURE

- 9.1 Neither party will be liable for any act, omission or failure to fulfil its obligations under this Agreement to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").
- 9.2 The party unable to fulfil its obligations due to Force Majeure will immediately:
 - 9.2.1 Notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure;
 - 9.2.2 Use all responsible endeavours to avoid or remove the cause and perform its obligations.

10 DISPUTES AND REMEDIES

- 10.1 The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations. Except as provided in sub-clause 17.5, no party will commence any arbitration or litigation in relation to this Agreement unless it has first invited the chief executive of either party to meet with its own chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.
- 10.2 Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their representatives will be submitted to arbitration in accordance with the Arbitration Act 1996. The decision of the arbitrator will be final.
- 10.3 In the absence of agreement concerning the appointment of an arbitrator, either party may request the President of the English Law Society of England to appoint a suitably qualified independent arbitrator to hear and determine the dispute.
- 10.4 The parties will continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to arbitration.
- 10.5 Nothing in this clause will preclude either party from taking immediate steps to seek urgent equitable relief before a Court of England and Wales.
- 10.6 The place for dealing with any dispute howsoever arising by Mediation or Arbitration will be London, United Kingdom and the law governing any dispute will be the Laws of England and Wales.

11 JURISDICTION

- 11.1 This Agreement is executed in the United Kingdom. All intellectual property issues, and rights and obligations will be governed by the Laws of England and Wales governing contracts wholly entered into and which are intended to



be wholly performed within England and New Zealand, and will be subject to the exclusive jurisdiction of the courts located in the United Kingdom.

12 NOTICES

- 12.1 A notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by email to the other party at the address shown below:

Customer's Email Address: XXXX

Provider's Email Address: XXXX

- 12.2 Any communication by email transmission will be received when transmitted to the correct email transmission address of the recipient and a "delivery receipt" is received by the sender. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the third working day following the date of posting.

13 MISCELLANEOUS

- 13.1 The parties enter into this Agreement as independent contractors and nothing within this Agreement will be construed to create a joint venture, partnership, agency, or other employment relationship between the parties.
- 13.2 No waiver of any breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce any provision of this Agreement at any time will not be interpreted as a waiver of the provision.
- 13.3 If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in force and effect.
- 13.4 Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of either party, which may not be unreasonably withheld.
- 13.5 Any modification to or variation of this Agreement will be in writing and signed by authorised representatives of Provider and Customer.
- 13.6 The provisions of this Agreement which are capable of having effect after termination of this Agreement will remain in force and effect following the termination of the Agreement.
- 13.7 The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior agreements and understandings with respect to the subject matter of this Agreement.
- 13.8 This Agreement may be executed in any number of counterparts or duplicates (including via electronic signature) each of which will be deemed to be an original of this Agreement and which together will constitute one and the same agreement. Executed copies of the signature pages of this Agreement and any CCN transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) or other electronic format will be treated as originals, fully binding and with full legal force and effect.



14 SAASAM AGILOFT END USER ORDER

DATE: XXXX

BETWEEN: XXXX

AND: XXXX

INTRODUCTION

SaaSam Group Limited (a certified Agiloft reseller) has agreed to provide, and Customer has agreed to pay for, access to a system deployed on the Agiloft cloud infrastructure (the Hosted Service) for the Agiloft Software Product, which includes support and maintenance services in respect of the Software, on the following terms.

IT IS AGREED

1. Definitions and Interpretation

1.1 Definitions

a) In this Agreement:

Agiloft means Agiloft Inc;

Applicable Law means laws, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy, guideline, concession or case law of the relevant jurisdiction from time to time having the force of law and relevant to the provision, receipt or use of the Support Services provided under this Agreement;

Business Hours has the meaning set forth in Schedule 2;

Confidential Information means all information disclosed by a party, whether orally or in writing, either expressly designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure;

Customer Data means any electronic data or information supplied by or for Customer and not part of the Software that is submitted, collected, processed or managed by or for Customer in conjunction with Customer's use of the Software or Standard Support;

Customer KnowledgeBase means the configuration of business rules, workflows and other database attributes created or modified for Customer under an SOW;

Agiloft Terms of Use

The Agiloft Terms of Use located at (<https://www.agiloft.com/agreements/agiloft-terms-of-service-agreement.pdf>) constitutes part of this agreement. Customer agrees to use the Agiloft system in accordance with the Agiloft Terms of Use.

Agiloft Hosted Service Availability and Credits as outlined under Agiloft's Obligations located at <https://www.agiloft.com/agreements/agiloft-hosted-sla.pdf>

Service Level Agreement means the document located at <https://www.agiloft.com/agreements/agiloft-hosted-service-level-agreement.pdf>



Force Majeure means an event whereby either party is prevented, hindered or delayed from performing any of its obligations under this Agreement due to circumstances beyond its reasonable control;

Software means Customer's instance of the Agiloft CLM software referred to in Schedule 1 and includes the Customer KnowledgeBase;

Agiloft License Fees means the fees and/or rates paid to SaaSam that grant Customer users access to the Agiloft Hosted Service specified in License Fees in Schedule 1

Support Fees means the fees and/or rates specified in Schedule 3. Support Fees are distinct from the Services fees as defined in Clause 3 of the Master Services Agreement

Support Services means the services described in Schedule 2

License Start Date means the start date of the Licenses as shown in the Customer KnowledgeBase

[Other capitalized terms used but not defined in this End User Order have the meanings given to them in the Agiloft Terms of Use.]

2. License

2.1 Customer has agreed to purchase from SaaSam the number and types of licenses set forth in Schedule 1. By signing or otherwise accepting this Agreement, Customer agrees to be bound by the Agiloft Terms of Use.

3. Fees and Payment

3.1 SaaSam will invoice Customer for the Agiloft License Fees and Customer will pay those License Fees by transfer of funds to SaaSam's nominated bank account.

3.2 Unless otherwise agreed in writing with Customer invoiced charges for License Fees are due within 30 days of the date of a correctly rendered invoice.

3.3 Where Support Services are provided at the request of Customer, SaaSam will separately invoice Customer for Support Fees, as outlined in Schedule 3. Unless Customer elects the alternative arrangement described in clause 3.4, Customer agrees that Support Fees will be invoiced on a time and materials basis using the rates outlined in Schedule 3 at the end of each month.

3.4 As an alternative to the default arrangement described in clause 3.3, Customer may elect to pre-purchase a minimum of 10 hours at rates outlined in Schedule 3. A request by Customer to purchase pre-paid hours must be made in writing and accompanied by a correctly rendered purchase order.

3.5 If any invoiced amount is not received by SaaSam by the due date, then without limiting SaaSam's rights or remedies,

(a) Those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and/or

(b) Suspension of the Hosted Services and/or the Support Services until such amounts are paid in full

3.6 SaaSam will give Customer at least 10 days' prior notice that Customer's account is overdue before taking any action described in 3.5.

3.7 SaaSam may choose not to exercise its rights under clause 3.5 or 3.6 if Customer disputes the relevant charges reasonably and in good faith and cooperates diligently to resolve the dispute.

3.8 Customer is responsible for paying all taxes imposed in respect of the License Fees.

3.9 SaaSam may revise the License Fees on an annual basis on giving Customer at least one month's prior written notice,

3.10 Customer may purchase additional licenses at any time by requesting that a Quote from SaaSam. If the quote is accepted Customer will be required to produce a correctly rendered purchase order that corresponds to the quote and will also be issued an addendum to the Agreement for signature.

3.11 Additional licenses are co-termed with the license start date as outlined in clause 8.1 of this agreement and pricing will be prorated to the end of the current term.



3.12 Any prepayments as described in clause 3.4 payable under this Agreement expire within 12 months of payment unless mutually agreed between the parties. SaaS will send reports on the balance of hours regularly and at Customers request.

4. Confidentiality and privacy

4.1 Neither party will use or disclose to any third party (other than for the purpose of performing this Agreement, or to its professional advisors) the terms of this Agreement or any information it receives which is confidential to the other party. This clause will survive termination of the Agreement.

4.2 Each party will comply with its obligations under applicable privacy laws in performing its obligations under this Agreement.

4.3 Neither party will advertise or publicly announce any matter relating to the existence of this Agreement without the other party's prior written consent.

5. Warranties

5.1 SaaS represents and warrants that:

- (a) it has full power and authority to enter into, perform and observe its obligations under this Agreement;
- (b) it is an authorised reseller of Agiloft software;
- (c) it will use its best endeavours to ensure that Agiloft complies with its obligations under the Agiloft Terms of Use and Agiloft's reseller agreement with SaaS, to the extent that Agiloft's obligations would affect Customer in any way;
- (d) it will comply with and not violate any Applicable Law in relation to its provision of the Support Services;
- (e) the Support Services will be provided in a competent manner with all due care and skill; and
- (f) the personnel providing the Support Services will have the requisite skills and expertise for the purpose;
- (g) it will compensate (as the Reseller) to Customer any Hosted Service Credits (where applicable) as described under Agiloft's Obligations in the Agiloft Hosted Service Level Agreement Sept 2021.

Agiloft's Obligations:

Hosted Service Availability and Credits. Agiloft will make the Hosted Service available to Customer pursuant to this Agreement, at the rates set out in the applicable Quote.

As part of the Hosted Service, Agiloft will take all reasonable measures to keep uptime at or above 99.7%. If, due to Agiloft's error, Agiloft's hosted service is unavailable for less than 99.7% in a given month, Customer will receive credit upon request within 30 days from the month end according to the following schedule:

- If less than 99.7%, the credit is 5% of the Annual Subscription Fee prorated for the month
- If less than 95%, the credit is the Annual Subscription Fee prorated for the month times the unavailability percentage for the month, subject to a maximum of 50% of the prorated monthly fee
- In no event will Customer be entitled to a refund for downtime caused by maintenance (normally conducted during the hours of 10pm-4am, PST, and most often during a weekend), security or other critical patches, or a Force Majeure event.

6. Indemnification

6.1 Customer shall indemnify and hold harmless SaaS and its agents and affiliates from any claim, liability whether direct or indirect, damage, loss, or expense, including reasonable attorney's fees and costs, arising out of or related to Customer Data, Customer's violation of the Agiloft Terms of Use deliberately or by negligence, or any matter for which Customer is required to indemnify Agiloft pursuant to the Agiloft Terms of Use.

6.2 SaaS shall indemnify Customer against:



- (a) Any direct third-party claim liability, damage, loss, or expense, including reasonable attorney's fees and costs, incurred by Customer as a result of a breach by SaaSam of its obligations under the Agiloft Terms of Use, or its reseller agreement with Agiloft; and
- (b) any damage, loss or expense suffered by Customer as a result of Agiloft terminating the Agiloft Terms of Use with Customer due to SaaSam breaching its payment obligations to Agiloft.

7. Limitation of Liability

- 7.1 Other than liability for breach of clause 4 or payment obligations, neither party will under any circumstances be liable for any indirect or consequential loss or damage, however caused, arising out of, or relating to, this Agreement, the Hosted Services, or the Support Services.
- 7.2 Other than liability for payment obligations, personal injury and property damage each party's liability to the other party arising out of any claim for damages for any cause whatsoever will under no circumstances exceed in aggregate the total amount actually paid by Customer to SaaSam in the 12 months prior to the date of the event giving rise to the claim, but not to exceed \$1 million.
- 7.3 No action arising out of this Agreement may be brought by either party more than two years after the date of the event giving rise to the cause of action.

8. Term and termination

- 8.1 This Agreement commences on the License Start Date and continues for the specified contract timeframe in months, unless terminated earlier in accordance with clause 8.3.
- 8.2 SaaSam will send Customer an invoice for renewal and an Addendum to this agreement at least 30 days in advance of the expiry date of this Agreement and each Renewal Period, at the then current price for the Licenses then being provided to Customer. This Agreement will renew for another year (**Renewal Period**) and on the same terms other than price and any changes outlined in the renewal Addendum, subject to Customer signing the Addendum and paying the renewal invoice within 30 days of Customer's receipt of the invoice, unless terminated in accordance with clause 8.3.
- 8.3 Either party may terminate this Agreement immediately by giving the other party 60 days' written notice if the other party:
 - (a) commits a breach of this Agreement that cannot be remedied;
 - (b) fails to remedy a breach of this Agreement that is capable of remedy within 30 days of receiving notice of that breach; or
 - (c) goes into liquidation or receivership or otherwise becomes insolvent.

9. Force Majeure

- 9.1 Neither party will be liable for any act, omission or failure to fulfil its obligations under this Agreement to the extent that such act, omission or failure arises from a Force Majeure.
- 9.2 The party unable to fulfil its obligations due to Force Majeure will immediately:
 - (a) notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure;
 - (b) use all responsible endeavours to avoid or remove the cause and perform its obligations.

10. Notices

- 10.1 Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by email to the other party at the address shown below:
 - (a) Customer's Email Address: XXXX
 - (b) SaaSam's Email Address: XXXX



- 10.2 Any communication by email will be received when transmitted to the correct email address of the recipient and a “delivery receipt” is received by the sender. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the third working day following the date of posting.
- 10.3 Customer will be notified of security-related events as soon as they are detected, normally within two hours. Such notification will be given no later than 48 hours of the detection or suspicion of such an incident as outlined in <https://www.agiloft.com/company/security-policy/>
- 10.4 Agiloft provide notice if it is making a version upgrade. SaaSam request 2 weeks notification from Agiloft, and advises its customers as soon as it is notified. As Agiloft owns the Hosted Service and is responsible for the Security, Agiloft applies and controls the security patches. However where Agiloft deems the security patch to be applied urgently, it will do so.

11. Disputes and Remedies

- 11.1 The parties will use their best efforts to resolve through good faith negotiations any dispute that arises under the Agreement (a **Dispute**). Neither party will commence any litigation in relation to the Dispute unless it has first invited the Customer to meet with the Provider’s internal dispute resolution contact for the purpose of endeavouring to resolve the Dispute.
- 11.2 The parties will continue to perform their obligations under the Agreement as far as possible as if the Dispute had not arisen pending the final settlement of any matter referred to mediation or any matter the subject of litigation.
- 11.3 Nothing in this clause will preclude either party from taking immediate steps to seek urgent equitable relief.

12. Miscellaneous provisions

- 12.1 No waiver of a breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of a party to enforce any provision of this Agreement at any time will not be interpreted as a waiver of the provision.
- 12.2 Customer acknowledges risks associated with testing and development in a live environment and that best practice requires that work be done first in a separate and dedicated test environment provided at Customers expense. Accordingly if SaaSam, at the instruction of Customer carries out such work in a live environment, Customer acknowledges that SaaSam will have no liability for the consequences of that work. Customer agrees that SaaSam will not be requested to carry out any work in a live environment without carrying out and testing work in a separate and dedicated test environment.
- 12.3 Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of either party, which may not be unreasonably withheld.
- 12.4 The provisions of this Agreement that are intended to have effect after termination of this Agreement will remain in force following termination of this Agreement.
- 12.5 This Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior agreements and understandings with respect to the subject matter of this Agreement.



SCHEDULE 1: LICENSE TYPES AND FEES

The four key license types within the Agiloft license structure are as follows:

Assigned Power License

An Assigned Power User is someone who regularly works in the staff or power interface of the system. Examples include contract managers, approvers, internal helpdesk staff members, sales and customer support representatives, and project and other managers. An Assigned Power User has the authority to work on and edit other people's records as well as his/her own. Assigned Power User licenses are linked to a user.

Floating Power License

A Floating Power License is primarily intended for staff members who are infrequent system users. Managers, reviewers and approvers, executives, or others may log in for typically brief periods to create, view, or edit requests or approvals, view dashboards, or run reports. They have the same privileges as an Assigned Power User but share the floating licenses with other power-level users who do not have an assigned license.

Portal Users License

Agiloft also offers a license for portal users who access the system through customisable Portals. Portal users may be internal employees or external entities such as vendors or suppliers. They are able to make service or contract requests, monitor status, and view their requests or other information based on their access permissions. A vendor portal can provide Customer's vendors with access to their contracts, insurance certificates, and other documents and streamline onboarding. An employee portal provides an efficient way to submit contract or other requests, monitor status, and access a contract repository based on group permissions.

Self Service portal Users License

A Self-Serve Portal User is a Read/Request user with additional functionality that enables the user to request and generate standard agreements and route them for e-signature.



Agiloft Licensing

Includes Standard Support and Upgrades

	# of Users	Per License Rate (annum)	Annual Subscription £
Assigned Power Licenses			
Floating Power Licenses			
Portal User Licenses			
TOTAL LICENSES			
Test Licenses			
Assigned Power Licenses			
Floating Power Licenses			
TOTAL TEST LICENSES			
Options			
	Qty	Rate	Amount
Dedicated Server			
Custom Data Storage (50GB)			
Test Data Refresh (4 per annum)			
TOTAL YEARLY OPTIONS			
YEARLY TOTAL Incl. Test Licenses and Options			



SCHEDULE 2: SUPPORT SERVICES

1. SUPPORT

- 1.1 SaaSam will provide Customer with Support Services as follows.
 - a) SaaSam will offer a Web-based customer support portal. Customer will be provided with logins to this portal and may submit inquiries and search for answers to FAQs by logging into [SaaSam Support Login](#). Customer may also use the [Agiloft Wiki](#). Customer will be notified BY email as support tickets move through the process to resolution.
 - b) Customer personnel may be permitted to view all support tickets from all of Customer employees or just to view tickets submitted by them individually. Customer's clients are not provided with support logins, nor should they seek direct support from SaaSam.
- 1.2 Support tickets are placed into three general categories as follows:
 - a) *Support Issue* - a question about standard Agiloft functionality that does not involve changes to the core Software, although it may involve changes to the configuration made by the administrator using their browser;
 - b) *Enhancement Request* - request to add functionality to the core Software;
 - c) *Bug* - a defect in the core Software.
- 1.3 Support Issues may be able to be resolved by Customer's administrator within a few hours of submission based on advice provided by SaaSam support staff. Enhancement requests will be escalated to Agiloft, and will be scheduled at Agiloft's discretion, based on the perceived usefulness of the request for other customers. Enhancement requests may also be performed as paid custom development at Customer's request, should Agiloft choose not to incorporate them as a general enhancement.
- 1.4 SaaSam will escalate any issues deemed to be Level 2 (bugs) to Agiloft. Agiloft will respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the priority levels indicated, which priority levels will be determined in good faith by Customer. Because it is usually possible to accomplish the same task in more than one way in the Software, SaaSam can often provide reasonable workarounds to any functional bugs.
- 1.5 Standard Support Services are intended to cover standard functionality and Software defects. They do not include the provision of customisation advice or consulting services. If the issue is specific to the particular configuration of the Customer KnowledgeBase or requires SaaSam to access and review the Customer KnowledgeBase in order to provide a solution, it will be classified as consulting and is not covered under this Agreement.
- 1.6 Problems caused by or arising from the following will not be subject to SaaSam or Agiloft's obligation to provide Support Services:
 - b) failure of server hardware or equipment not owned or directly controlled by SaaSam or Agiloft;
 - c) failure of telecommunications or internet hardware or equipment not owned or directly controlled by SaaSam or Agiloft;
 - d) failure resulting from errors made by Customer's system administrator or users;
 - e) irreversible destruction of data caused by direct actions taken by Customer;
 - f) Force Majeure.



2. GENERAL MAINTENANCE of Agiloft Hosted Service and Customer KB

- 2.1 Regular maintenance of the Agiloft Hosted Service including upgrades and patches will be conducted by Agiloft and SaaSam outside of business hours.
- 2.2 Maintenance of Customer specific KB issues will be conducted as soon as is practicable and may within standard business hours.
- 2.3 Customer will be notified via email of planned significant outages that affect normal usage of the system 1 week prior to the outage.

3. PRIORITY RESPONSE TARGETS FOR INCIDENTS

- 3.1 The following Investigation Response Times and Target Resolution times are for handling issues that have been classified as Bugs. The hours during which SaaSam is obligated to work on problem resolution are the standard Business Hours of SaaSam, however issues logged may also be worked on by the support teams of the other SaaSam companies giving Customer more overall coverage.

Priority	Description	Investigation Response Time	Target Resolution/ Workaround Time
1 - System Down	The production system is rendered inoperable due to a system software failure.	30 minutes	SaaSam will log a Level 2 ticket with Agiloft and the SLAs in the Agiloft Terms of Use will apply (as below). <i>30-60 minutes – Agiloft will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.</i>
If a priority 1 issue is submitted during Business Hours, SaaSam and Agiloft will continue working on it outside those hours until resolved, provided SaaSam is given necessary access to in-house servers and customer personnel. SaaSam will use all commercially reasonable efforts to meet the response times and resolution targets set forth in this Section.			
2 - Critical	A major program function is affected by a software failure, so that customers are adversely affected.	60 minutes	SaaSam may log a Level 2 ticket with Agiloft and the SLAs in the Agiloft Terms of Use will apply (as below). <i>1-2 hours – Agiloft will assign as many engineers and/or support staff as needed along with the best workaround available.</i>
3 - High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	4 hours	SaaSam will endeavour to provide a workaround, and then may log a Level 2 ticket to Agiloft for the correction to be scheduled for the next regular upgrade.
4 - Medium	A desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	8 hours	SaaSam will endeavour to provide a workaround, and then may log a Level 2 ticket to Agiloft for the correction to be scheduled for the next regular upgrade.
5 - Low	An issue with negligible impact or a documentation or how-to question	24 hours	SaaSam will endeavour to answer all questions, may provide workarounds for any issues, and then may log a Level 2 ticket to Agiloft if deemed appropriate. Any corrections may be made at discretion of



Priority	Description	Investigation Response Time	Target Resolution/ Workaround Time
			Agiloft, based on its relevance to other Agiloft customers.

- 3.2 If a priority 1 issue is submitted during Business Hours, SaaSam and Agiloft will continue working on it outside those hours until resolved, provided SaaSam is given necessary access to in-house servers and customer personnel. SaaSam will use all commercially reasonable efforts to meet the response times and resolution targets set forth in this Section.
- 3.3 For timely resolution, particularly of Level 1 or 2 issues, Customer should provide admin login access and root access to Customer's system (where necessary). Refusal to provide such access will negate SaaSam's obligation to meet the expected resolution times, since in SaaSam's experience, most problems are caused by a specific configuration on a specific server and may not be reproducible elsewhere.



SCHEDULE 3: SUPPORT FEES

Per Clauses 1.5 and 1.6 of Schedule 1 your Agiloft Licence Fee is intended to cover the standard software functionality and resolution of defects.

Issues that relate to Customer's specific Agiloft configurations are all guaranteed by a 30 day warranty period.

Any issues that arise beyond this 30 day period that are configuration based or related or caused by User error will incur a charge at the standard consulting rate unless otherwise addressed in a relevant work or purchase order.

Support Type	Non chargeable/Chargeable
Agiloft Bug or software defect	Non chargeable
Misconfiguration of Agiloft functionality by SaaSam inside 30 warranty period	Non chargeable
Change request or enhancement*	Chargeable
Correction of user error*	Chargeable
Integration Issue*	Chargeable
Configuration issue outside of warranty period*	Chargeable

*Please contact your Account Manager for current contracting rates.



15 SAASAM AGILOFT END USER ADDENDUM

DATE: XXXX

BETWEEN: XXXX, whose office is located at XXXX

AND XXXX (**Customer**) located at XXXX

INTRODUCTION

Group Limited (a certified Agiloft reseller) has agreed to provide, and Customer has agreed to pay for additional licenses for Customer's Agiloft Software Product. This Addendum will modify Schedule 1 (License Fees) of Customer's existing End User Order.

IT IS AGREED

13. Purpose

This Addendum modifies Schedule 1 of the existing End User Order as specified herein. All other terms and conditions of the existing End User Order shall remain in full force and effect, except as expressly modified by this Addendum.

14. Amendments

Customer authorises the Provider to purchase the following additional licenses for Customer's instance of the Agiloft Software Product. Fees represented below are the current annual price. Customer's Quote and Invoices for the price, which are attached to this Addendum, will be aligned with Customer's current license term.

Additional licenses can only be purchased in terms of half months aligned with Customer's current license term. Customer authorises SaaSAM to start the additional licenses from the specified start date.



Agiloft Licensing

Includes Standard Support and Upgrades

	# of Users	Per License Rate (annum)	Annual Subscription £
Assigned Power Licenses			
Floating Power Licenses			
Portal User Licenses			
TOTAL LICENSES			
Test Licenses			
Assigned Power Licenses			
Floating Power Licenses			
TOTAL TEST LICENSES			
Options			
	Qty	Rate	Amount
Dedicated Server			
Custom Data Storage (50GB)			
Test Data Refresh (4 per annum)			
TOTAL YEARLY OPTIONS			
YEARLY TOTAL Incl. Test Licenses and Options			