

Socrates Software Limited

SaaS Terms & Conditions (UK Law)

1. Agreement & Authority

These Terms & Conditions (“Terms”) govern use of the Service by the Customer. By accessing or using the Service, you confirm that you have authority to enter into this agreement as the (“Authorised User”).

2. The Service

We provide subscription-based, cloud-hosted software (“Service”). We may update or modify the Service to improve performance, security, or functionality.

3. Accounts & Authorised Users

Customer is responsible for all access by (“Authorised Users”)

Customer must ensure Authorised Users comply with these Terms

Login credentials must be kept confidential and not shared

4. Fees, Invoicing & Payment

Fees are payable in pounds sterling (£), unless otherwise agreed

All fees are exclusive of VAT, which shall be charged where applicable

Invoices must be paid within 30 days of issue

5. Customer Data

Customer retains all rights in data submitted to the Service (“Customer Data”)

Customer grants us a non-exclusive, limited licence to process Customer Data solely to provide the Service

Customer warrants that it has all necessary rights and consents to provide the Customer Data

6. Data Protection (UK GDPR)

Each party shall comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018

Where we process personal data on Customer’s behalf, the parties shall enter into a Data Processing Agreement (DPA)

Appropriate technical and organisational measures will be implemented to protect personal data

7. Confidentiality

Each party agrees to keep confidential information confidential and to use it only for the purposes of performing under these Terms.

8. Acceptable Use

Customer shall not:

- Use the Service unlawfully or in breach of UK regulations

- Reverse engineer, copy, or resell the Service

- Interfere with system security, availability, or integrity

9. Intellectual Property

- All intellectual property rights in the Service belong to us or our licensors

- No rights are granted except as expressly set out in these Terms

- Customer acquires no ownership interest in the Service

10. Availability & Support

- We aim to provide the Service with reasonable skill and care

- Availability targets and support levels may vary by subscription plan

- Planned maintenance may cause temporary service interruptions

11. Term & Termination

- These Terms continue for the duration of the subscription

- Either party may terminate for material breach not remedied within 30 days of written notice

- Upon termination, Customer's right to access the Service ends in accordance with end of contract life agreement.

12. Limitation of Liability

Nothing in these Terms shall limit liability for:

- Death or personal injury caused by negligence

- Fraud or fraudulent misrepresentation

Subject to the above:

- We shall not be liable for indirect or consequential losses

Our total liability shall not exceed the fees paid by Customer in the 12 months preceding the claim unless otherwise contractually agreed

13. Disclaimers

Except as expressly stated, the Service is provided “as is”. All implied warranties are excluded to the maximum extent permitted under English law.

14. Indemnity

Customer shall indemnify us against claims arising from:

Customer Data

Customer’s breach of these Terms

Unlawful use of the Service

15. Assignment

Customer may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

16. Governing Law & Jurisdiction

These Terms are governed by the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

17. Contact

Legal Notices: legal@socrates-software.com