

SnapOn Software

Terms and Conditions

Last Updated: May 1st, 2025

1. Introduction

These Terms and Conditions (“Terms”) govern your use of our software products, services, and related subscriptions (“Services”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, you may not use our Services.

2. Scope of Agreement

These Terms apply to all end-users, partners, and subscribing organizations. Additional agreements, including our Software Product Subscription Agreement, may supplement or override portions of these Terms where explicitly stated.

3. License and Usage Rights

We grant you a non-exclusive, non-transferable, limited license to use our products for your internal business purposes during the agreed subscription term. All intellectual property rights remain with us or our licensors. You may not reverse engineer, decompile, resell, or exploit the Services beyond the scope of this license.

4. Subscription and Payment

Subscription fees are billed annually in advance, unless otherwise specified, and are due within thirty (30) days of the invoice date, unless otherwise agreed upon. All fees are exclusive of applicable taxes, which will be added as required by law.

The subscription will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

We reserve the right to increase the subscription fees by up to five percent (5%) annually upon renewal. Failure to pay may result in suspension or termination of products. All fees are non-refundable, except where required by law or explicitly stated in writing.

5. Access and Availability

We shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99.5% during each calendar month. Downtime caused directly or indirectly by any of the following shall not be considered when calculating availability:

- A Force Majeure Event
- A fault or failure of the internet or any public telecommunications network
- A fault or failure of the underlying platform that the products are deployed
- A fault or failure of the customer's computer systems or networks
- Any breach by the customer of these terms and conditions
- Scheduled maintenance of the products

We shall complete scheduled updates to the products. These updates will be applied outside of business hours. We shall give you written notice (usually by email) of the application of any security update to the products and at least 48 hours prior written notice of the application of any non-security update to the products.

6. Customer Responsibilities

You are responsible for maintaining the confidentiality of any credentials or access information. You must not use the products in any way that causes, or may cause, damage to the products or impairment of the availability or accessibility of the products. You agree to use the products only for lawful purposes and in accordance with all applicable laws and regulations. You must not promote or distribute by means of the product, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies. You acknowledge that we do not actively monitor the use of the products.

7. Data and Privacy

We may collect and use technical and usage data as described in our Privacy Policy. You retain ownership of your data; however, you grant us a limited license to use it solely for the purpose of providing and improving our products.

8. Support and Service Levels

Support services are available based on the support package chosen. We aim to respond and resolve incidents in accordance with [agreed service levels](#), unless otherwise contractually specified.

9. Intellectual Property

All rights, titles, and interests in and to the products, including any enhancements, remain our exclusive property. Any feedback you provide may be used without restriction or compensation.

10. Warranties and Disclaimers

Our products are provided “as-is” and “as-available.” We disclaim all warranties, express or implied, including fitness for a particular purpose, non-infringement, and merchantability. We do not warrant that the products will be error-free or secure.

11. Limitation of Liability

To the maximum extent permitted by law, we will not be liable for any indirect, incidental, consequential, or punitive damages arising from or related to your use of the products. Our total liability is limited to the amount paid by you in the 12 months preceding the event giving rise to the claim.

12. Termination

Either party may terminate the agreement upon written notice for any material breach not cured within thirty (30) days.

Effects of Termination:

- Upon termination, you must cease using the products and delete all copies in your possession.
- Within 30 days following the termination, you must pay any outstanding charges for services which have been provided.
- Within 30 days following the termination, we will provide you with an export, in CSV format to a secure online location of any data stored in the products outside of your Microsoft 365 tenant..
- Within 90 days following the termination, we will delete all data created stored within the products outside of your Microsoft 365 tenant.

If you choose **not to renew** your subscription at the end of your current license term, you must provide **written notice of termination** to sales@snapon-software.com at least **thirty (30) days prior** to your license expiry date.

All termination requests, including cancellations and non-renewals, must be submitted via email to sales@snapon-software.com.

13. Changes to Terms

We reserve the right to update these Terms at any time. Continued use of the Services after any such changes constitutes your acceptance of the new Terms.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which our company is registered, without regard to its conflict of law provisions.

15. Contact Information

If you have any questions or concerns regarding these Terms, please contact us at info@snapon-software.com