

DATED

XX.XX.2026

Between

AddIn365 Limited

and

XXXXXXXXXX

THIS AGREEMENT is dated [INSERT DATE]

SCHEDULE

Client Name: [INSERT CLIENT NAME]

Registered No: [INSERT COMPANY NUMBER]

Registered Office: [INSERT ADDRESS]

Contact name: [INSERT NAME]

Phone number: [INSERT NUMBER]

Email address: [INSERT ADDRESS]

Product: [INSERT PRODUCTS]

Licence Fee: £XXXX per annum

Number of Users: [INSERT USER BRACKET]

Licence Period: [INSERT DURATION]

The Product (as defined in the terms and conditions) is proprietary to AddIn365. AddIn365 has agreed to sell the Product on the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these terms and conditions ('Terms'):

'Affiliate' means, a business entity which is controlled by the Client or which controls the Client. The Client shall be deemed to "control" or be "controlled" by another business entity if it owns, directly or indirectly, in excess of 30% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation or as defined in section 1124 of the Corporation Tax Act 2010 or has a contract which enables it to exercise the same rights as those described in this definition;

'Agreement' means the agreement for the grant of the Licence subject to these Terms;

'Client' means the person, firm or company identified as such in the Schedule;

'Documentation' means any documentation provided by AddIn365 relating to the specification and use of the Product;

'Employees' means employees of the Client (and, if so agreed in writing, its Affiliates);

'AddIn365' means AddIn365 Limited, registered in England and Wales, number **09738361**, whose registered office is at 44-48 Paul Street, Shoreditch, London, EC2A 4LB, UK;

'End-users' means Employees or other persons authorised by the Client in accordance with the Agreement to have access to the Product;

'Intellectual Property' means all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world and whenever arising, registered or applied to be registered including, without limitation, patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights;

'Licence' means the licence in respect of the Product granted under paragraph 2.1;

'Licence Fee(s)' means the sum(s) payable as consideration for the grant of the Licence pursuant to paragraph 3;

'Licence Period' means the period for which the Licence is to continue in force in accordance with paragraph 3;

‘Normal Working Hours’ means the hours of 0900 to 1700 hours (London time) on any Working Day;

‘Product’ means AddIn365’s software product as set out in the Documentation and includes any Update provided by AddIn365 from time to time;

‘Schedule’ means the schedule to these Terms setting out details of the Licence;

‘Software Assurance’ means the written description set out in Schedule A;

‘Specification’ means the written description of the Product set out in the Documentation;

‘Update’ means any patch, new release or update of the Product;

‘Working Day’ means any day other than Saturday or Sunday or a bank or public holiday in England.

1.2 In these Terms, unless otherwise stated, each reference to:

1.2.1 a paragraph is a paragraph of these Terms;

1.2.2 ‘writing’ or any similar expression includes email but not SMS messages or other electronic communications;

1.2.3 the word **‘including’** shall not limit the generality of any words preceding it;

1.2.4 words denoting the singular include the plural and vice versa, words denoting one gender include the other, and words denoting persons include firms, corporations or other legal entities.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. LICENCE

- 2.1 In consideration of the payment by the Client of the Licence Fee(s), AddIn365 grants to the Client and its Affiliates a non-transferable, non-exclusive licence during the Licence Period to use the Product subject to these Terms.
- 2.2 The Product is designed to run in connection with Microsoft Office 365 and the Client must ensure that it is separately licensed to use the correct version of Microsoft Office 365.
- 2.3 All the provisions of the Agreement shall apply to any adaptation, alteration or modification of or any derivative work produced from the Product as they apply to the Product itself.
- 2.4 The Client shall be entitled to install any Update which AddIn365 makes available generally to its customers for the Product from time to time.
- 2.5 The Product shall be provided in accordance with the Software Assurance.

3. LICENCE PERIOD AND LICENCE FEES

- 3.1 The Licence Period and Licence Fee(s) shall be as agreed in writing with AddIn365. Licence fees shall not increase more than 5% per annum.
- 3.2 There will be an annual true-up of the number of End-Users. If the number of Licences purchased in the previous period is exceeded during the term, Licence Fee(s) owed for the previous Licence Period are to be paid in full at the agreed Licence Fee for the previous period, within 30 days of the term ending.
- 3.3 Where the Client chooses to terminate their contract, or not renew, if the number of Licences purchased in the previous period is exceeded during the term, Licence Fee(s) owed for the previous Licence Period are to be paid in full at the agreed Licence Fee for the previous period, within 30 days of the term ending.

4. USE OF THE PRODUCT

- 4.1 The Client shall use the Product for its own internal business purposes only and shall not permit its use by any person other than duly trained and authorised End-users.
- 4.2 The Client shall only use the Product in accordance with the Documentation.
- 4.3 The Licence is limited to use by the number of End-users agreed in writing with AddIn365. If at any time the Client becomes aware that the number of its End-users has exceeded, or is likely to exceed, the number set out in the Schedule, the Client must forthwith notify AddIn365. The Client will allow AddIn365 to verify End-user numbers against the Office 365 tenant, during the last 60 days of the Licence Period, to confirm true-up Licence numbers.
- 4.4 Where any third party software (including Microsoft Office 365) is used in connection with the Product, its use shall be governed by the third party's licence agreement and not by the Licence, and the Client must obtain and comply with the terms of any such licence agreement.
- 4.5 The Client shall not:
 - 4.5.1 decompile, disassemble, reverse engineer the Product (except to the extent applicable laws specifically prohibit such restriction) or adapt, alter, modify or create any derivative works of the Product, except as otherwise permitted in accordance with this Agreement.
 - 4.5.2 redistribute, publish, sell, rent, lease, lend, sub-license, part with possession of or otherwise transfer the Product to any other person or permit any other person to use the Product in any way, or;
 - 4.5.3 remove or alter any trade mark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Product.
- 4.6 The Client will ensure that the Product is used in a proper manner only on appropriate computer equipment and by suitably qualified and trained End-Users.
- 4.7 The Client shall indemnify AddIn365 against any loss or liability arising from the unauthorised use of the Product by the Client or any other person.
- 4.8 The Client must comply with all applicable laws in relation to the Product and the Services, and not export or re-export the Product or any part of it in violation of any such laws or regulations, or without all necessary approvals.
- 4.9 All intellectual Property in the Product shall belong exclusively to AddIn365. The Client shall not alter the Product Code in any way without the express written consent of AddIn365.

5. CONFIDENTIALITY

- 5.1 The Product is proprietary to AddIn365 and contains valuable trade secrets. The Client shall at all times keep the Product and Documentation confidential and shall not permit the same to be used, copied, disclosed or disposed of except in accordance with the Agreement.
- 5.2 Each party undertakes that it shall not at any time either during the continuance of the Agreement or after its termination disclose to any person or use for any purpose any information concerning the business, affairs, finances, transactions or trade secrets of the other or of any of its customers or clients, except as required by law or to the extent that any part of the information is at the Effective Date, or after that date becomes, public knowledge through no fault of the party in question, and provided that in doing so the party in question does not disclose any part of the information in question which is not public knowledge.
- 5.3 Each party may disclose the other party's Confidential Information:
- 5.3.1 to its employees, officers, agents, principals, consultants or subcontractors (**Representatives**) who need to know such information for the purposes of carrying out the party's obligations under this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 5 as though they were a party to this agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and
 - 5.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party or to be implied from this agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.
- 5.5 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 5.6 This Clause 5 shall survive termination of this Agreement for any reason.

6. FINANCIAL PROVISIONS

- 6.1 As consideration for the grant of the Licence, the Client shall pay AddIn365 the Licence Fee(s), on the date(s) stated on the invoice or if agreed between AddIn365 and the Client at the agreed time(s).
- 6.2 The Licence Fee(s) are exclusive of any value added, sales or other tax, for which the Client shall be additionally liable.
- 6.3 If the Client fails to pay in full the Licence Fee(s) on the date(s) or within the time(s) agreed in writing with AddIn365 for payment then, without limiting any other right or remedy of AddIn365, the amount outstanding will bear interest, both before and after any judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.4 All fees or other sums payable under these Terms shall be paid in cleared funds to such bank account or in such other manner as AddIn365 may specify from time to time, without set-off, deduction or withholding.

7. WARRANTIES

- 7.1 Subject to the following provisions, AddIn365 warrants that the Product will from the date of supply of the Product perform in accordance with the Specification, provided that it is used in accordance with the Documentation, for the duration of time covered by the agreement.
- 7.2 In the event of any breach of the warranties under paragraph 7.1, AddIn365 will use its reasonable endeavours to:
 - 7.2.1 replace all or part of the Product with functionally equivalent software without any charge to the Client; and/or
 - 7.2.2 modify the Product as necessary, provided that the Product (as amended) functions in substantially the same way as the Product before modification; and/or
 - 7.2.3 procure for the Client a licence from any third party to continue using the Product.
- 7.3 Paragraph 7.1.2 will not apply if the Client fails to install any Update which AddIn365 makes available generally to its customers for the Product from time to time.
- 7.4 The Client shall be entitled to Product updates from AddIn365, if they are produced, for the duration of the agreement. Updates include fixes and may include new features.

8. LIMITATION OF LIABILITY

- 8.1 The Client acknowledges and agrees that, unless otherwise agreed in Schedule A, AddIn365 shall have no obligation to the Client in respect of the maintenance or support of the Product.

- 8.2 The parties shall not be deemed to be in breach of the Agreement or have any liability to the other in so far as it is prevented from performing its obligations under the Agreement by reason of any circumstances beyond its reasonable control.
- 8.3 The following provisions set out the entire financial liability of AddIn365 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 8.3.1.1 any breach of this Agreement howsoever arising; and
 - 8.3.1.2 any representation, misrepresentation (whether innocent or negligent) statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.
- 8.4 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.5 Nothing in this Agreement excludes the liability of either party:
- 8.5.1.1 for death or personal injury caused by the other party's negligence; or
 - 8.5.1.2 for fraud or fraudulent misrepresentation;
 - 8.5.1.3 any other liability which may not be excluded by law.
- 8.6 Other than in relation to any liability under Clause 8.5, AddIn365 shall not in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- 8.6.1.1 loss of profits; or
 - 8.6.1.2 loss of business; or
 - 8.6.1.3 depletion of goodwill or similar losses; or
 - 8.6.1.4 loss of anticipated savings; or
 - 8.6.1.5 loss of goods; or
 - 8.6.1.6 loss of use; or
 - 8.6.1.7 loss or corruption of data or information; or
 - 8.6.1.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.7 Other than in relation to any liability under Clause 8.5, AddIn365's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or

contemplated performance of this Agreement shall in all circumstances be limited to the amount actually paid by the Client to AddIn365 under this Agreement in the 12 months preceding the date on which the claim arose.

- 8.8 All dates supplied by AddIn365 for the delivery of the Product shall be treated as approximate only. AddIn365 shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

9. MEDIATION

If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of the notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

10. NON-SOLICITATION

Neither Party shall, during the term of this Agreement or for 24 months after Termination employ or engage or otherwise facilitate the employment or engagement of any person who is or was employed or contracted by the other party in the 12 months prior to the Termination, whether or not such person would be in breach of contract as a result of such employment or engagement.

11. TERMINATION

- 11.1 AddIn365 may forthwith terminate the Agreement by giving written notice to the Client if any Licence Fee is not paid on or within 7 days after the due date for payment.

- 11.2 Either party may forthwith terminate the Agreement by giving written notice to the other if the other party:

11.2.1 commits any material breach of its obligations, save for the breach set out in clause 11.1, and, if the breach is capable of remedy, fails to remedy it within thirty (30) days after being given a written notice containing full particulars of the breach and requiring it to be remedied; or

11.2.2 becomes insolvent or goes into receivership, administration or liquidation, or ceases business.

- 11.3 For the purposes of paragraph 11.2 a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.

11.4 Upon the termination of the Agreement for any reason:

- 11.4.1 the Client shall forthwith cease to use, either directly or indirectly, the Product, and shall delete any version of it from its system(s);
- 11.4.2 the provisions of paragraph 5 shall continue in full force and effect; and
- 11.4.3 subject as provided in this paragraph, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

12. NATURE OF AGREEMENT

- 12.1 AddIn365 shall be entitled to assign the benefit of the Agreement to any person and to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the Agreement through any of its Affiliates.
- 12.2 The agreement is personal to the Client, which shall not be entitled to assign, mortgage, charge, sub-license or otherwise transfer any of their rights thereunder.
- 12.3 Nothing in the Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.
- 12.4 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement.
- 12.5 The Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes and extinguishes any previous agreement between them relating to the subject matter of the Agreement, and may only be varied in writing signed by the duly authorised representatives of the parties.
- 12.6 The Client acknowledges that, in entering into the Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in these Terms.
- 12.7 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision. To be valid, a waiver of any provision of the Agreement must be in writing.
- 12.8 The rights of each party under the Agreement are cumulative and additional to any other right or remedy.
- 12.9 If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the other provisions of the Agreement and the remainder of the affected provision shall continue to be valid.

- 12.10 Any dispute or disagreement between the parties arising out of or in connection with the Agreement shall be referred to an independent expert agreed between the parties or, if they cannot agree on an expert within 30 days after a request for a reference, nominated on the application of either party by the President for the time being of The British Computer Society.
- 12.11 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 12.12 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement, its subject matter or its formation (including non-contractual disputes or claims).

13. NOTICES

- 13.1 A notice relating to the Agreement will be validly given only if it is in writing and sent by email, to the intended recipient at such email address as the party in question may specify by notice.
- 13.2 In the absence of evidence of earlier receipt, a notice is deemed given if sent by email, where evidence the email has been sent is provided;
- 13.3 If a notice is deemed under paragraphs 13.1 and 13.2 to have been given on a day other than a Working Day or after Normal Working Hours on a Working Day, the notice shall instead be deemed to be given on the next Working Day.
- 13.4 Each party shall immediately give notice to the other of a change in its address or email address.

Signed by [Name of Director]
for and on behalf of AddIn365 Limited

Signed by [Name of Director]
for and on behalf of [INSERT CLIENT NAME]

AddIn 365 Support

Software Assurance Model

Published	[Publish Date]
Author	Wes Hackett
Email	Wes@addin365.com
Telephone	020 3859 6809



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Change history

Version	Date	Author	Changes
0.1	July 2015	W. Hackett	Pre-release
0.2	September 2015	W. Hackett	R1
0.3	January 2022	W. Hackett	R2
0.4	January 2024	W. Hackett	R3
0.5	January 2026	W. Hackett	R4

1. Introduction

The purpose of this document is to outline the product support that AddIn365 offer.

It is worth noting at the outset that first line support for an organisation running AddIn365 products should be handled by an AddIn365 partner or internally by the IT team. AddIn365 do not offer a first line support service.

It is recommended that anybody providing first line support to AddIn365 products should regularly check the Office 365 service status dashboard, which provides information about any Office 365 service issues.

<http://status.office365.com/>

2. Support Terms

AddIn365 support all C# product code for AddIn365 products.

AddIn365 support all HTML, CSS and Java Script code for AddIn365 products when an organisation (and/or their partner if applicable) limit the branding of their AddIn products to a logo and colour change as set out in the AddIn Branding Guideline.

Should an organisation begin to change the HTML, CSS and/or Java Script beyond the logo and colour change they will not be supported under the terms of AddIn365's Software Assurance.

Configuration and/or custom code of any sort is not supported under the terms of this agreement.

3. Defect Investigation and Resolution

AddIn365 will provide fixes to defects reported that can be replicated by the AddIn365 production team.

AddIn365 will not provide fixes for Office 365 defects. These need to be reported by the organisation or their service partner to Microsoft Support.

Should an organisation identify room for an improvement to Office 365, AddIn365 highly recommend that the improvement is listed on the User Voice website. Microsoft regularly review and act upon recommendations that they deem to be widely useful.

<https://office365.uservice.com/>

3.1 Defect Investigation

Within 24 hours of a defect being reported to AddIn365 a response will be issued to confirm receipt.

AddIn365 will investigate the defect. AddIn365 aim to investigate issues and respond with a target fix date within 3 days. However, if the defect is complex it may take longer.

3.2 Defect Resolution

If the defect can be reproduced AddIn365 will issue a target fix date for the defect. The priority given to fixing a defect is dependent on the severity of the defect.

- Priority 1 defects will be resolved as a minor patch of the current release.
- Priority 2 and 3 defects will be fixed and delivered in the next major release.

AddIn365 reserve the right to determine how severe a defect is.

AddIn365 will not fix a defect that has been fixed in a subsequent release. The organisation will be required to run the new version of the product(s).

If an organisation does not have first line support with a partner and 3 defects are reported, investigated and found to be due to custom code or configuration the organisation will be required to engage an AddIn365 service partner for first line support before AddIn365 investigate any further defects reported.

4. Contract End and Support

At the end of the contract term AddIn365 will turn off the AddIn365 service, if a renewal has not been processed.

AddIn365 will not keep the AddIn365 service running after the contract end period to give the organisation more time to off-board. The organisation will need to purchase an additional year of licences to keep the service on. It is the organisation's responsibility to plan and organise off-boarding in time for contract end.

5. Escalation Process

To escalate a defect please contact Ahmed El Herazy, Developer Team Lead.

ahmed.elherazy@addin365.com

020 3859 6809