G-Cloud 15 Terms and Conditions

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WeHub Terms and Conditions

1. Definitions

1.1 "**WeHub**": Refers to the WeHub Workflow Management with Low-Code Integration Orchestration platform and associated services.
1.2 "**Customer**": The organization or individual using WeHub, as identified in the service agreement.
1.3 "**Services**": The services provided by WeHub, including workflow automation, integration capabilities, and customer support.
1.4 "**Subscription**": The agreement granting the Customer access to WeHub's services for a specified term.
1.5 "**Subscription Term**": The duration of the Subscription as stated in the service agreement.
1.6 "**Data**": The electronic information generated or processed through WeHub by the Customer.
1.7 "**Documentation**": The official WeHub technical specification documentation provided to Customers.
1.8 "**Confidential Information**": All information deemed confidential, including business, technical, and financial details, provided by one party to another.

2. Compliance with Industry Standards

WeHub adheres to key industry standards for data security, such as Cyber Essentials Plus, and uses data centers compliant with ISO/IEC 27001. While WeHub respects and appreciates data protection principles, such as those outlined in GDPR, compliance with specific regulations may vary depending on the jurisdiction and service use. It is the Customer's responsibility to ensure that their use of WeHub complies with applicable data protection laws.

3. License

2.1 **Grant of License**: WeHub grants the Customer a non-transferable, non-exclusive license to use the platform for internal business purposes during the Subscription Term, subject to the terms of the agreement.
2.2 **Usage Restrictions**: The Customer agrees not to (i) decompile, disassemble, or reverse-engineer the WeHub platform; (ii) sublicense or redistribute the platform; (iii) use the platform for illegal activities; or (iv) breach the acceptable use policy. Further prohibited actions may include unauthorized access, misuse of resources, or creating derivative works without permission.
2.3 **Scope of Use**: The license granted by WeHub is solely for the Customer's internal use and cannot be used to provide services to third parties without prior written consent.

4. Subscription Term and Renewals

3.1 **Term and Renewal**: The Subscription Term starts from the date specified in the service agreement and may automatically renew unless the Customer provides notice of non-renewal at least 30 days before the end of the current term.
3.2 **Termination**: Either party may terminate the agreement with 30 days' written notice in case of breach. Upon termination, the Customer must cease all use of WeHub, delete or return any associated documentation, and certify compliance with these terms.

5. Warranties and Disclaimers

4.1 **Limited Warranty**: WeHub offers a limited warranty for the public cloud version and the private cloud installation, provided the annual subscription is paid in advance. The platform is warranted to operate in accordance with its documentation during the Subscription Term. WeHub will correct defects or re-perform services as needed. The warranty does not cover misuse, unauthorized alterations, or events outside WeHub's control.
4.2 **Disclaimer**: The limited warranties provided are exclusive, and WeHub disclaims all other warranties, including those related to uninterrupted operation, merchantability, or fitness for a particular purpose.

6. Indemnification

5.1 **Indemnity by Customer**: The Customer is solely responsible for the design, development, and testing of their integration workflows. This includes checking logs, error handling, and ensuring compliance with industry best practices. WeHub is responsible for the environment's maintenance and the running of individual plugins.
5.2 **Indemnity by WeHub**: WeHub is responsible for maintaining the environment and ensuring stable operation, but not for customer-created workflows. The Customer indemnifies WeHub against claims arising from misuse or unauthorized use of the platform.

7. Confidentiality

6.1 **Confidentiality Obligations**: Both parties agree to keep Confidential Information secret and use it solely for the purposes outlined in the agreement. An MNDA will be signed before each project, and any customer data will be protected and kept confidential. WeHub is vendor-agnostic, ensuring no third-party interference with customer workflows.
6.2 **Exceptions**: Confidential Information does not include publicly available information, independently developed knowledge, or information disclosed due to legal requirements.

8. Limitation of Liability

7.1 **Limitation of Liability**: WeHub's liability is capped at a specific amount, generally tied to the fees paid by the Customer during the 12 months preceding the claim. WeHub is not liable for indirect, consequential, or special damages, including loss of data or profits.

9. Support and Maintenance

8.1 **Support Services**: WeHub provides customer support during the Subscription Term based on its standard support policies. Support hours and response times vary depending on the support level (L1, L2, L3).

8.2 **Maintenance Windows**: WeHub will announce maintenance windows in advance, aiming to minimize downtime. Emergency maintenance or unforeseen outages will be communicated to customers as promptly as possible.

10. Termination and Offboarding

9.1 **Termination**: The agreement may be terminated for breach or upon the end of the Subscription Term. Customers are required to pay any outstanding invoices to ensure a smooth offboarding process.

9.2 **Data Handling Upon Exit**: The Customer is responsible for data extraction upon termination, with support provided by WeHub. Upon contract termination, workflows revert to unpublished status, ensuring a smooth offboarding process without data loss.