Terms and Conditions Document

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This Software Licence Agreement has been made on this day, ……. between Buyer(Client), Name, Address, Company Number, and the Supplier (herein DDC).

Here the client is desirous or/and decided to purchase Licence/s for the Users to use DDC's software (DDC as their preferred supplier) by completion of a Purchase Order Form. The Supplier has agreed to grant a limited, non-exclusive and non-transferable right to use the software as will be specifically further outlined in the Purchase Order Document for the relevant Licence Term.

1.Scope of Agreement

This Agreement refers to the General Terms and Conditions, scope and restrictions for the use of the software purchased by the Buyer for the relevant term of the Licence. If there is any dispute between the Purchase Order Documentation and this Agreement, the Order Form supersedes this agreement .

2.Services

The Supplier shall provide the Subscription services as outlined in the Purchase Order Document and as per the type of Licence purchased by the Buyer subject to the terms and conditions of this Agreement. The Supplier holds the right to subcontract a part of its services to any partners/Sub-contractors who work with them as required for completion of any services agreed within the Purchase Order Documents.

3.Delivery

The delivery of the software will be made electronically and to the Buyer will be in accordance with the Delivery Terms as agreed within the Purchase Order Form

The delivery timescale of the Software shall be as agreed within the Purchase Order Form. The software will be deemed accepted upon delivery.

We shall always endeavour to deliver the Software as per the agreed timescales but cannot be held liable for delays that may occur as a result of the Buyer's own actions, decisions or that of its resources, agents etc. We expect our Buyer to provide us with the necessary qualified, resources and documentation on a timely basis required for the delivery.

4.Service Levels

Our service levels whilst during the Licence Term will be from 9:00 am till 6:00 pm from Monday to Friday normally, (but the final timings will be as per the Service Level Agreement), excluding unavailability (i) due to scheduled maintenance (ii) during major upgrades per calendar year, (iii) due to causes beyond Our control, (iv) initiated by DDC to protect the Cloud Service or Buyer Data from loss or

unauthorized access, (v) caused by You or Your actions and applications, (vi) initiated at your request; or (vii) due to hot fixes.

If there any critical issues our Team can work extra hours to try and fix the issue. If it is an issue which has risen as a result of our activity, we shall if needed work outside the normal stipulated hours to resolve it.

If the issue has risen due to an activity on the part of the buyer, we shall provide the support and guidance outside our normal hours if necessary for the buyer to resolve the issue as quickly as possible. The out of hours service level in such situations will be at the Suppliers discretion and on the criticality of the issue. We provide four levels of support. Tiers 0,1,2, 3 & 4

Tier 0 :Self-help and user-retrieved information
Users retrieve support information from web and mobile pages or apps, including FAQs, detailed product and technical information, blog posts, manuals, and search functions.

Tier 1: Basic help desk resolution and service desk delivery
Support for basic Buyer issues such as solving usage problems and fulfilling service desk requests that need IT involvement. If no solution is available, tier 1 personnel escalate incidents to a higher tier after triage.

Tier 2: In-depth technical support
Experienced and knowledgeable technicians assess issues and provide solutions for problems that cannot be handled by tier 1. If no solution is available, tier 2 support escalates the incident to tier 3.

Tier 3: Expert product and service support
Access to the highest technical resources available for problem resolution or new requirements.
We analyse the root cause of the issue or request and then we decide whether to create a new fix, depending on the cause of the problem. This fix can be free as part of the core solution or it may be considered as a new change request.

Tier 4: Outside support for problems not supported by us.
Contracted support for items provided by but not directly serviced by the organization, including vendor software support.

5.Buyer Obligations

The Buyer is expected to obtain, deploy and maintain all necessary resources and approvals as needed for using the software.
The Buyer is solely responsible for procuring, deploying and maintenance of all such resources and approvals from third parties, as necessary.

The monitoring and checking of accuracy of all decisions taken and services by the Supplier on the basis of the information supplied by the Buyer, rests with the Buyer.

The Buyer is expected to provide the Supplier and its resources access to its premises if it is so needed for the implementation of the Software.

6.Term/Duration

The terms of this Agreement shall commence on the Effective Date and will continue till the expiration or termination of the Licence Term as specified within the Purchase Order Document. Either party can however terminate the Licence Term prior to the end of the Licence expiry period but only in accordance with the conditions and terms set out in the Purchase Order document.

We shall endeavour to keep the terms of this Agreement valid for the entire Licence Term, except in certain extenuating circumstances which will be covered in the Force Majeure and Termination Section of this Agreement.

We will make the Buyer aware of any change in the Terms of this Agreement if it impacts the Licence Term of the Buyer.

7. Confidentiality

Both the Buyer and the Supplier will come across information about each other's business, its practices, policies, software source documents, know how, processes, research, design details and specifications, and other creative works and both parties are expected to keep all such information received in any form strictly confidential both during after the expiration of the Licence Term.

Confidential Information includes the software, the Service Definition Document, the Pricing Document and the information contained within this Agreement.

Both the Buyer and the Supplier are expected to undertake the responsibility of confidentiality of each other's information to its affiliates, agents and sub-contractors.

8. Intellectual Property Rights

The Buyer acknowledges, accepts and agrees that the purchased Software from the supplier, all new and existing enhancements, processes, modifications, methodologies within the software or that we have invented or developed by us including all patents, copyrights belong to and retained solely by the Supplier.

All the above should not be copied, used, passed on without our explicit consent/agreement. Any such acts will be deemed as a breach to our IPR, and the perpetrator of such actions will be liable to persecution.

9.Data Protection

This agreement has been written in accordance with the Data Protection Act 1998 and the GDPR.
We pledge to collect, process and store data only for the purpose it has been agreed and as outlined in the Purchase Order Document.

10. Publicity

The Supplier will be entitled to use the Buyer's logo and name on its Buyer's list, marketing and sales material and presentation during and after a Licence Term and after a software Purchase has been agreed upon.

The Supplier is also entitled to use the Buyer's Project as a Case Study for its sales and marketing benefits.

11.Limitation of Liability

We, the supplier cannot be held liable for any third-party claim made against the Buyer for any loss or damages, loss, or damages to its Buyer records/data any specific, incidental or consequential damages (loss to profits, loss to savings, loss of business, loss of goodwill) even if the company has been informed of this possibility.

The Supplier will not be held liable for any loss arising out of its own, Buyers' and a Third Party's actions, inactions, negligence during the Licence Term or after the expiry of the Licence Term.

The above limitations however do not apply to any personal injury, death or to any damage caused to each other's office equipment (to a maximum of £200,000), arising as a result of negligence, misrepresentation of fraud.

The Supplier's total, aggregate liability greater than the amount equal to the total fees paid by the Buyer.

The risk within the deliverables is contained in the fees charged by the Suppliers and this is recognised and agreed by the Buyer, it is also a recognition that it is not possible to assess every deliverable either individually or in combination.

12 Entire Agreement

This Agreement constitutes the entire agreement between us (the Supplier) and the Buyer in relation to the Software purchased and supersedes any prior agreements, representations, discussions and negotiations. The agreement, its terms and conditions can only be altered when agreed in writing between the parties involved.

13.Severability

In the event that any part or parts of this Agreement is unlawful, invalid, or unenforceable then that part of the Agreement shall be deemed to be severed from the Agreement. The remaining part of the Agreement shall remain valid and enforceable.

14.Assignment

The Buyer/client shall not assign any part/provision or whole of this agreement without the explicit consent of the Supplier, here DDC. The Supplier however holds the right to assign part or all of its services to another subcontractor for the further development, enhancement and modification of the Software.

The Supplier may assign this Agreement without the consent of the other party in connection with a merger, reorganization or acquisition.

15. Solicitation

Neither party during the duration of the Licence Term or five years thereafter shall solicit to engage or employ the services of any party's staff without the explicit consent of the other party.

16.Notices

All notices to be given or sent both via email and post and will be considered duly given if it is sent received during normal business hours as stipulated within the Purchase Order Document.

17. Waivers

Failure or delay to exercise any of the rights under this agreement shall be deemed in no way to be a waiver of the rights under this agreement nor will it function as a waiver of any other part or provisions mentioned under this Agreement.

18.Charges & Payment

The Buyer shall pay the supplier the Licence Fee in accordance with the rates as agreed in the Purchase Order Document plus Value Added Tax or any additional tax/levy as need to be paid in accordance with the tax laws where the Supplier is based. The Buyer would be expected to make the payment using any of the Payment methods that the Supplier uses or supports. Payment Obligations are non-cancellable and fees paid are non-refundable.

The Supplier shall Invoice the Buyer for the Software, Support Services, Consulting Services and Training as set forth in the Purchase Order Document. The Buyer shall pay the Invoice within 30 days of its receipt.

The Supplier hold the right to charge an interest of 2% to the Buyer if it does not receive its payment within 60 days of submission of the Invoice. Unpaid fees may result in Supplier disabling the Buyer's account and Buyer's access to the software.
The Buyer may at its discretion vary the charges a year after the agreement is entered into with the Buyer by no more than the inflation rate for the preceding year for its consultation, training and support services offered in relation to the software purchased.

19. Change Control Process

The Supplier expects the Buyer to express in writing any changes or modifications it needs to the scope before the purchase of the software. The Supplier considers the technical impact and also estimates the additional cost it would have to incur to include the changes to the Licence Term.

The Supplier would then submit a Variation letter/Amended Purchase Order Form outlining the changes to the Buyer upon which the Buyer is expected to respond within seven days.

If the Supplier does not receive a response withing seven days the changes shall be deemed as cancelled.

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.Force Majeure

No party can be held liable for any delay or failure in performance or compliance to the Terms and Conditions of this agreement or/and the Purchase Order Document if the delay or failure has risen as a result of a situation which is beyond their control such as fire, flood, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event.

The party affected by such a Force Majeure event should communicate in writing to the other party within two days of the event and the affected party would receive a reasonable extension to the extension of the timescale for it to complete its services, the extension period being no less than the period for which the services was suspended.

21.Governing Law

This Agreement and any dispute in connection with it or its contents shall be construed and governed in accordance with the laws of England and Wales.