

Studybugs AP Manager (G-Cloud Edition)

Studybugs Licence Terms for Local Authorities

1 Definitions

- 1.1 “Studybugs” (or “us” or “we”) refers to Studybugs Limited, a company incorporated in England with registration number 08352917.
- 1.2 “Customer” (or “you”) refers to the local authority that you represent, as specified in the Order Form.
- 1.3 “Agreement” means the agreement between the Customer and Studybugs comprising the Order Form and these terms.
- 1.4 “Order Form” means an online or written form or instruction (which may take the form of an email) detailing the version of the Service you wish to licence and the Fees, if any, that are due.
- 1.5 The “Service” is our online service for local authorities as defined in the Order Form.
- 1.6 The “Fees” are the fees due from you to us, if any, according to our published pricing at the time the fees are due, unless specified otherwise in the respective Order Form, plus VAT and any other applicable taxes.
- 1.7 The “Term” is a period of twelve months from the date of this Agreement, unless specified otherwise in an Order Form, and subsequent such periods if this Agreement is renewed.
- 1.8 The “Permitted Purpose” is monitoring and managing the attendance, health and welfare of children.
- 1.9 The “Terms of Use” are our terms governing acceptable use of the Service by your staff and by individuals, as varied from time to time and published on our website.
- 1.10 Studybugs’s “Intellectual Property Rights” include all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) in relation to the Service as may exist anywhere in the world.
- 1.11 “Data Protection Legislation” means (i) the Data Protection Act (2018), the UK General Data

Protection Regulation (UK GDPR), and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018.

- 1.12 “Personal Data” means any information that may identify an individual, as defined in the Data Protection Legislation.
- 1.13 The “Data Processing Schedule” is the schedule attached (or included in the Order Form) listing data processing details required for compliance with the UK GDPR (General Data Protection Regulations) and which forms part of this Agreement.

2 Licence

- 2.1 Subject to payment of the Fees, we grant to you and you accept a licence to use the Service for the duration of the Term for the Permitted Purpose.
- 2.2 You will not:
 - 2.2.1 translate, adapt, vary, modify, disassemble, decompile or reverse engineer any part of the Service;
 - 2.2.2 modify, sell or distribute any part of the Service;
 - 2.2.3 rent, lease, share, sub-license, or transfer the Service.

3 Fees

- 3.1 We will invoice you for any Fees that are due at the start of the initial Term and 30 days before the start of each subsequent Term.
- 3.2 You will pay the Fees, if any are due, within 30 days of receipt of the invoice from Studybugs.

4 Term

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5 School Connections

- 5.1 Studybugs will attempt to secure the agreement and participation of every school, in and out of area, in sharing their data with you. This includes providing a workable data capture method for every school.

- 5.2 Occasionally a school may choose not to participate, or simply fail to participate (for example, due to a failure in their own systems), and Studybugs will not be liable for this.
- 5.3 Studybugs sometimes has to pay fees to third parties in respect of each school it connects with. As these are outside Studybugs's control, Studybugs may vary its annual fee, or withdraw support for the affected school system, if the third party significantly changes its own terms of business or fees.

6 Acceptable Use

- 6.1 You will ensure that staff using Studybugs comply with our Terms of Use.

7 Data Processing and UK GDPR

- 7.1 We will process personal data which you provide us for the purpose of delivering the Service to you. The subject matter, duration and nature of the data processing we will carry out, the type of Personal Data and categories of data subject are detailed in the Data Processing Schedule.
- 7.2 We will act only on your written instructions (unless required by law to act without such instructions), as data processor, and you will remain the data controller in respect of all data we process for you.
- 7.3 We as data processor will:
- 7.3.1 ensure that all our staff with access to Personal Data are subject to a duty of confidence in respect of that data.
 - 7.3.2 take appropriate and proportionate technical and organisational measures to ensure the security of our processing of Personal Data. Our security measures are published on our website and may be revised from time to time.
 - 7.3.3 ensure our sub-processors are bound by the same data processing obligations to us as we are to you.
 - 7.3.4 only engage a new sub-processor to process Personal Data with your prior consent and a written contract in place with that sub-processor. Should you not consent to us engaging a new sub-processor, we may disable the relevant parts of the Service to ensure that Personal Data is not processed by this sub-processor.

- 7.3.5 remain liable to you for our sub-processor's compliance with its data processing obligations.
 - 7.3.6 not process information outside the UK or EEA without your explicit consent and appropriate safeguards in place.
 - 7.3.7 provide reasonable and proportionate assistance to you in providing subject access and allowing data subjects to exercise their rights under the UK GDPR. If you require assistance beyond this, we may charge you a reasonable fee to cover our costs.
 - 7.3.8 assist you in meeting your UK GDPR obligations in relation to the security of our processing of Personal Data, the notification of Personal Data breaches and data protection impact assessments.
 - 7.3.9 delete or return all Personal Data to you on termination of this Agreement. Our process for deleting Personal Data is detailed in the Data Processing Schedule.
 - 7.3.10 submit to audits and inspections and provide you with the information you need to ensure that you are meeting your data protection legal obligations. If you request more information or access than we deem is necessary to meet your obligations, then we may charge you a reasonable fee to cover our costs in relation to this.
 - 7.3.11 notify you within 48 hours of any breaches we become aware of, from the point we become aware of them, relating to Personal Data.
- 7.4 You as data controller will:
- 7.4.1 consent to us engaging the sub-processors listed in the Data Processing Schedule to process Personal Data.
 - 7.4.2 comply with the Data Protection Legislation, including ensuring that you have a legal basis for your processing and our sub-processing of the data that we process for you, and indemnify us against any liability arising from your failure to comply with such legislation.
- 7.5 We are not responsible for any loss resulting from deleting data due to it falling outside our retention period for that data.

- 7.6 Both parties acknowledge and accept that data protection legislation is evolving and as such agree to make necessary changes to this Agreement in line with changes in law or guidance from the Information Commissioner's Office.
- 7.7 Nothing within this Agreement relieves us of our direct responsibilities and liabilities under the Data Protection Legislation.

8 Marketing

- 8.1 We may refer to you (the Customer) in our promotional materials.

9 Intellectual Property

- 9.1 The Intellectual Property Rights shall remain the property of Studybugs.
- 9.2 We warrant that we have the right to licence the Service to you in accordance with the provisions of this Agreement.
- 9.3 We warrant that the Service does not infringe the Intellectual Property Rights of any third party.

10 Assignment

- 10.1 We may assign in whole or in part the rights, licences, obligations and benefit of this Agreement to a third party in the case of a listing, sale of the business, merger or other corporate restructuring, provided that we notify you of our intention to do so prior to the assignment taking place.

11 Liability

- 11.1 To the maximum extent permitted by applicable law, Studybugs and its suppliers provide the Service as-is and with all faults, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Service, and the provision of or failure to provide support services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SERVICE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SERVICE AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

- 11.2 To the maximum extent permitted by applicable law, in no event shall Studybugs or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Service, the provision of or failure to provide support services, or otherwise under or in connection with any provision of Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Studybugs or any supplier, and even if Studybugs or any supplier has been advised of the possibility of such damages.

- 11.3 Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Studybugs and any of its suppliers under any provision of this Agreement, including relating to any breaches of Data Protection Legislation, and your exclusive remedy for all of the foregoing shall be limited to the amount paid by you for the Service over the preceding year. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12 Interpretation and Governing Law

- 12.1 Where there's a conflict between the terms in the Order Form and these terms, the terms in the Order Form shall apply.
- 12.2 This Agreement contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms.
- 12.3 The Interpretation Act 1978 states that the term "written" refers to any representation of words in a visible form. Email and other electronic representations are included.
- 12.4 This Agreement is subject to the laws of England and the Courts of England shall have exclusive jurisdiction.