



Enterprise

Terms & Conditions

Version 8.07



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Terms and Conditions

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Terms and Conditions

TERMS and CONDITIONS

1. Either a monthly rolling contract or a 1, 3 or 5 year contract. All contracts are payable in advance.
2. Epitaph is supplied in accordance with the terms and conditions in this document and in accordance with EDGE IT Systems standard sales terms and conditions, which are available on request. EDGE IT Systems reserves the right to change these Terms and Conditions at any time.

3. ADDITIONAL USERS

- 1.1 Additional user(s) access is available for any period up to the contract anniversary.
- 1.2 A minimum 3 month period will be charged for additional users on a pro rata basis of the prevailing annual price plus a £67 setup fee.
- 1.3 An additional Enterprise user will also be charged at the band applicable to the total sum of current users and additional users.

Examples

- Existing contract for 5 users at Band 8. The additional annual charge for a 6th user would be charged at Band 9.
- If the contract is for 3 years, and the additional user joined in year two, the annual price for a 3 year contract will apply.

4. CANCELLATION

- 4.1. There is no penalty for cancelling a monthly, rolling contract.
- 4.2. Otherwise, the penalty for early cancellation of the contract is a percentage of total contract value, irrespective of the year in which the contract is cancelled:
3 years = 25%, 5 years = 20%

Example

Cancellation of a 5 year, 2 users SaaS contract, Band 5:
Cancellation fee = 20% of (£1063 x 5 years x 2 users) = £2,126

- 4.3. The penalty for early cancellation of a concurrent user is a percentage of the total contract value per user cancelled, irrespective of the year in which the contract is cancelled:
3 years = 25%, 5 years = 20%

Example

Cancellation of 2nd user of 3 year SaaS contract, Band 4:
Cancellation fee = 25% of (£969 x 3 years) = £726.75

- 4.4. Provision of service will be withdrawn within 3 months of cancellation of user contract or of whole contract.



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5. SERVICE LEVEL AGREEMENT

Please refer to the Epitaph Service Level Agreement document.

6. END USER LICENCE AGREEMENT

6.1. EDGE IT Holdings (UK) Limited retains the copyright in the Epitaph software and database design.

6.2. EDGE IT Systems Limited is authorised by EDGE IT Holdings (UK) Limited to grant a license for the Epitaph software to a specified organisation as follows:

- (a) For the duration of the contract
- (b) For the specified number of concurrent users

The licence is only transferable to another organisation at the sole discretion of EDGE IT Systems Limited.

6.3. The data is owned by the specified organisation, not EDGE IT Systems Limited or EDGE IT Holdings (UK) Limited.

6.4. At the end of the contract, there are 2 options:

- (1) Subscribe to a reports only account, price on application.
- (2) Request the data, which will be supplied to the specified organisation via a SaaS service for a limited period of time, or, by a USB storage device which will be charged for on a time and materials basis.

6.4.1. The data will be supplied in the original database file format.

6.4.2. When the organisation has received the data, the copy on the servers managed by EDGE IT Systems Limited will be destroyed after 90 days.

6.4.3. Please note that the organisation is only licensed to use the database supplied for the sole purpose of extracting the data. The database design remains the property of EDGE IT Holdings (UK) Limited and the organisation is:

- prohibited from distributing the database to another organisation
- prohibited from updating or modifying the database design
- prohibited from updating the data in the database.