

Cloud Advisory

TERMS AND

CONDITIONS

Review Date 01/01/2027

Order Form

Customer Name	
Customer Address	
Commencement Date	
Business Unit	
Initial Term	
Fees	
Billing Interval	
Additional Services	
Additional Service Fees	
Special Terms	

Terms of Service

This Agreement is entered in to as of the Commencement Date identified above between

(1) [CUSTOMER] a company incorporated and registered in [England and Wales]
(company Number) which has its [registered office at [CUSTOMER] principal place of
business at [] ("Customer"); and

(2) Crown Integrated Services Ltd (CIS), which has its registered office at West House,
King Cross Road, Halifax HX1 1EB ("CIS")

By submitting an Order Form, accepting these Terms of Service ("Agreement"), or using or
accessing any CIS services ("Services"), you agree to the terms and conditions of this
Agreement. If you are an individual signing up for Services for your own use, then you are the
"Customer" who will be bound by the Agreement. If you are accepting this Agreement on
behalf of a company or other entity, then "Customer" refers to that entity. In this case, you
hereby warrant that you have the authority to enter into this Agreement on behalf of that
entity.

If there is any conflict between the provisions of this Order Form or any of the attached
Schedules, this Order Form shall take precedence.

Signed for and on behalf of CIS by its authorised representative:	Signed for and on behalf of CUSTOMER by its authorised representative:
Name:..... Title:..... Date:.....	Name:..... Title:..... Date:.....

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, the following terms shall have the following meanings:

“Agreement” means these terms and conditions, which includes the attached schedules;

“Attachment” means any document other than a Schedule or EULA which is indicated on the Order Form as forming part of the Contract;

“Background IPR” means any tools, technology, know-how or software which CIS uses in the provision of the Services and which CIS intends to re-use;

“Commencement Date” The date of this Agreement as set out in the Order Form;

“Confidential Information” means all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information, including but not limited to all data held within the system;

“Customer Contact” means any person nominated as such by the Customer pursuant to the Contract;

“Customer Items” means any information, software and data to be provided by the Customer or a third party on the Customer's behalf which CIS requires to carry out the Services;

“Documentation” means any documentation provided by CIS (whether in written or electronic or other form) relating to the use or operation of the Products;

“EULA” means the end-user licence agreement(s) provided with the Products;

“Fees” means the sums to be paid by the Customer to CIS in respect of the Products and Services, as set out in the Order Form and any payment plan Attachment;

“Force Majeure” means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Contract, including Act of God, fire, flood, lightning, war, revolution, act or terrorism, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, and including unavailability of any infrastructure being provided by a third party, such as a telecoms provider;

“IPR” means any rights in or to, but not limited to, copyright, design rights, database rights, patents, trade marks, brand names, trade names, technical information or know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including, without limitation, all rights to apply for any of the foregoing rights;

“Order Form” means the Order Form which describes the Products and Services to be provided by CIS to the Customer;

“Products” means the CIS software products to be supplied to the Customer as set out in the Order Form;

“Schedule” means a schedule which is indicated on the Order Form as forming part of the Contract;

“Services” means the Professional Services, Support and Maintenance Services or Hosting Services to be provided by CIS pursuant to the Contract, as set out in the Order Form and any Services Attachment;

“Working Day” means CIS’s normal working hours which are 9:00am to 5:00pm UK Time every day excluding weekends, recognised public holidays in the United Kingdom and additional 10 discretionary days.

“Maintenance Fees” shall have the same meaning as in the Software Maintenance Terms and Conditions.

“Maintenance Services” shall have the same meaning as in the Software Maintenance Terms and Conditions.

“Software Maintenance Terms and Conditions” means the Software Maintenance Terms and Conditions.

“Term” means the Initial Term and any and all Renewal Periods.

“Third Party Software” means any software in respect to which CIS is not the copyright holder.

1.2 Interpretation

In this Agreement (unless the context requires otherwise):

1.2.1 Words denoting the singular will include the plural and vice versa;

1.2.2 references to persons will include an individual, company, corporation, firm or partnership.

1.2.3 reference to a party shall, upon any assignment or other transfer that is permitted by this Agreement, be construed to include those successors and permitted assigns or transferees;

1.2.4 words importing any one gender shall not exclude other genders;

1.2.5 if there is any conflict or ambiguity between the clauses and the schedules, the clauses shall prevail; and

1.3 reference to "legislative provision" shall be deemed to include any statutory instrument, bye-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

2. Scope and Duration

2.1. The Contract will commence on the Commencement Date and will be provided for the period specified on the Order Form or, if no period is so specified, until the end of the month in which the first anniversary of the Commencement Date occurs (the “Initial Licence Period”) unless this Contract is terminated earlier in accordance with Clause 10.

2.2. On expiry of the Initial Licence Period the term will be automatically renewed on an annual basis.

3. Products

- 3.1. CIS will deliver the Products together with any Documentation to the Customer at such time as agreed between the parties, failing which as notified by CIS to the Customer.
- 3.2. The Customer undertakes to use each Product only in accordance with the accompanying EULA and such other licence terms as may be agreed by CIS in writing.
- 3.3. CIS will not be liable for any loss or damage caused by or resulting from any Defect in any Product if the loss or damage occurred after the Customer had been supplied with any update or new version of the Product which did not contain the Defect concerned.

4. The Customer's Obligations

4.1. The Customer shall:

- 4.1.1. provide such information in its possession or control as CIS reasonably requires for the performance of its obligations under this Contract;
- 4.1.2. work in a co-operative and constructive manner with CIS and such other third parties as CIS may require (including, without limitation, any third party suppliers) to the extent necessary for the effective provision of the Products and Services;
- 4.1.3. nominate a suitably skilled and experienced employee to act as the Customer Contact to co-ordinate and take responsibility for the Customer's obligations under the Contract and to make available the Customer Contact (or a suitable replacement) upon reasonable notice to attend any progress meetings with the Customer at a time and place to be agreed;
- 4.1.4. at the reasonable request of CIS, promptly review, sign off, comment on and/or identify any issue which reasonably requires input from the Customer to facilitate the provision of the Products or Services; and
- 4.1.5. if notified by CIS of any potential delay by CIS in the performance of its obligations under this Contract which is likely to be attributable to the Customer, take reasonable steps to address any issues giving rise to such potential delay.

5. Payment Terms

- 5.1. Fees will be paid by the Customer within 30 days of the date of any invoice from CIS in respect of such Fees and in accordance with the terms of any payment plan Attachment.
- 5.2. This is a fixed price contract with the Fees referring to the delivery of the items detailed in the Order Form attached. Any requests by the Customer for additional Products and/or Services will be priced separately upon application and will be subject to the same terms and conditions

- 5.3. Fees shall be calculated, and payments made in pounds sterling.
- 5.4. All Fees expressed to be payable under the Contract are exclusive of VAT and governmental or other charges, which will be paid (if applicable) by the Customer in addition at the rates in force from time to time.
- 5.5. The Customer may not withhold payment or set off any amount payable under this Contract.
- 5.6. Any credit extended by CIS to the Customer may be withdrawn or limited at any time by CIS. No credit will be given for returned Products unless otherwise agreed by CIS in advance.
- 5.7. The Customer agrees not to make any of the Products available to any third party without the prior written consent of CIS.

6. Confidentiality and Publicity

- 6.1. Each party acknowledges that it may, in relation to this Contract, receive or have access to Confidential Information. Each party will, during and after the term of this Agreement, keep the Confidential Information of the other party confidential and not use it or disclose it to any third party without the other's prior written consent. Each party accepts that such information of the other is valuable and secret, and that unauthorised disclosure of such information would be likely to cause the other party unquantifiable loss and damage. Disclosure of such information to the parties' own employees and subcontractors shall only be on a 'need to know' basis.
- 6.2. The provisions of Clause 6.1 will not apply to the whole or any part of the Confidential Information to the extent that it is already in the public domain other than as a result of a breach of this Clause 6 or which the other is required to disclose by reason of a statutory or regulatory requirement having the force of law or by reason of an order of a court of competent jurisdiction.
- 6.3. The obligations under this Clause 6 will survive the termination of the Contract until such time as the Confidential Information enters the public domain other than through the receiving party's own fault.
- 6.4. Publicity: Notwithstanding the provisions of this Clause 6, CIS reserves the right to use an outline description of the Customer and the Services in its promotional literature and other marketing materials subject to prior approval by an authorised representative of the Customer.

7. Data Protection

- 7.1. CIS acknowledges that data supplied to it for the purposes of this Contract may comprise Personal Data. Subject to Clause 7.3, CIS undertakes that it will:
 - 7.1.1. use the Personal Data solely for the purposes of this Contract and solely in accordance with the instructions of the Customer; and
 - 7.1.2. act only on instructions from the Customer; and
 - 7.1.3. ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of Personal Data and against accidental loss, or destruction of, or damage to such Personal Data

7.2. For the purposes of this Clause 7 “Personal Data” will have the meaning given in the Data Protection Act 1998.

7.3. The Customer warrants to CIS that:

7.3.1. the instructions given by the Customer in respect of the Personal Data will at all times be in accordance with the relevant laws of the United Kingdom and/or applicable jurisdiction; and

7.3.2. it is legally entitled to process the Personal Data. The Customer will indemnify and keep CIS indemnified from and against any fines, costs, claims, damages or expenses arising from a breach of the warranties contained in this Clause 7.

8. Warranty

8.1. CIS undertake that, provided it is operated in accordance with CIS's instructions, the Products will perform in accordance with CIS's published specification and the Documentation existing at the date of delivery. CIS does not guarantee that the Products are free of minor errors not materially affecting such performance.

8.2. Except for the limited warranty described above, there are no other warranties, either expressed or implied, concerning the Products or Documentation. CIS excludes, and expressly disclaims, all express and implied warranties of merchantability or fitness for purpose.

9. Limitations of Liability

9.1. CIS has used all reasonable efforts to develop the Products so that they are stable and reliable. Because there is such a diverse range of computer systems, network infrastructures and operating environments, CIS cannot warrant that the Products will be compatible with every computer system, network infrastructure and operating environment. It is the Customer's responsibility to ascertain whether the Products are compatible with its computer system, network infrastructure and operating environment.

9.2. CIS does not warrant that the Products will satisfy the Customer's requirements. It is the Customer's responsibility to determine whether the Products will satisfy its requirements. CIS gives no performance warranties.

9.3. CIS does not warrant the uninterrupted use of the Products.

9.4. CIS does not warrant that the Products are free of “bugs”, errors or defects. CIS shall not be responsible to the Customer for costs or damages incurred as a result of any such “bugs”, errors or defects. The existence of such “bugs”, errors or defects shall not constitute a breach of the Contract or any warranty.

9.5. CIS accepts no responsibility for lost or corrupted data, regardless of the cause, or the restoration thereof. CIS shall not be responsible for any failure, delay or interruption in the Customer's use of the Products, including without limitation, system crashes, computer malfunctions, hardware or software faults, system errors, security breaches, theft, incompatibility issues, telecommunications problems, or Force Majeure.

- 9.6. CIS accepts no liability for security breaches, including without limitation, security breaches resulting from computer hackers, unlawful entry, unauthorised entry, theft, disgruntled employees and other fraudulent acts. While all reasonable efforts shall be made to ensure a secure environment for the transmission of data and other information, CIS accepts no liability for any security breaches.
- 9.7. CIS shall not be liable for any delay, damage, loss, injury, failure or breakdown that the Customer may suffer as a consequence of any defect or deficiency in the Products, including any delay, damage, loss, injury, failure or breakdown to other programs and equipment of the Customer.
- 9.8. CIS staff, agents and representatives have no authority to make any representations, statements, warranties, conditions or agreements that conflict with the Contract, unless made in writing by a duly authorised officer. Any such unauthorised representations, statements, warranties, conditions or agreements shall not bind CIS nor widen CIS's obligations under this Contract.
- 9.9. Notwithstanding the exclusions, limitations and disclaimers in this clause and elsewhere in this Contract, if there is any event or circumstance resulting in liability to CIS, CIS's liability shall not exceed the aggregate Fees and Maintenance Fees (if applicable) paid by the Customer

10. Termination

- 10.1 Either party may terminate the Contract immediately on giving written notice to the other in the event that the other party after receiving a written notice from either party:
- 10.1.1. is in material, sustained or repeated breach of any of its obligations under the Contract and fails to remedy the breach (if capable of remedy) within 30 days after receipt of written notice by the first party stating the breach and requiring it to be remedied; or
- 10.1.2. ceases trading or threatens to cease trading, or becomes apparently insolvent or has a trustee in sequestration appointed, combines with its creditors, or has a liquidator, receiver or administrator appointed over all or any of its assets (other than for the purposes of solvent amalgamation or reconstruction) or undergoes any analogous act or proceeding under foreign law; or
- 10.2. For the purposes of Clause 10.1.1 a breach will be capable of remedy if the offending party could comply with the provisions in question in all respects other than as to the time for performance.
- 10.3. In addition to any other rights of termination contained in this Contract, if the Customer:
- 10.3.1. fails to pay any Fees when due in accordance with the terms of this Contract; or
- 10.3.2. breaches any of the terms of this Contract in respect of confidentiality
CIS may, at its option:

- (a) suspend performance of any of the Services and/or delivery of the Products until the breach is remedied; or
 - (b) terminate the Contract or the provision of any part of the Products or Services and terminate any licenses granted in relation to the Products or Services.
- 10.4 Any of the Schedules may be terminated as if each constituted a separate agreement for any ground which is set out in this Clause 11.

11. Consequences of Termination

- 11.1. Any termination of this Contract will be without prejudice to any other rights or remedies of either party under this Contract or at law and will not affect any accrued rights or liabilities of either party at the date of termination nor will termination affect any rights or obligations of the parties which are to be observed or performed after such termination including without limitation those obligations of confidentiality and warranties as set out in this Contract.
- 11.2. Within five (5) Working Days after the date of termination of this Contract, for whatever reason, each of the parties will deliver up to the other all property of whatever nature including, but not limited to, Confidential Information belonging to the other party which may be in its possession or under its control at the date of termination including any copies and the Customer hereby irrevocably authorises CIS to enter onto the Customer's premises at reasonable times, to enable it to retrieve any CIS property and equipment located there.

12. Force Majeure

- 12.1 Neither party will be liable for, or be considered to be in breach of or default under this Contract as a result of any event of Force Majeure. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay) the performance of such party's obligations will be suspended during the period that the circumstances persist and that party will be granted an extension of time for performance of its obligations equal to the period of the delay. If the delay continues for more than four weeks, the party not delaying may terminate the Contract immediately on giving notice in writing to the other, and neither party will be liable to the other for the termination except that the Customer will pay CIS for all work carried out up to the date of termination.

13. General

- 13.1. Assignment: This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. The Customer may not assign this Agreement without the advance written consent of CIS.
- 13.2. Amendments: during a Service Term any modification or amendment to this Agreement must be made in writing and executed by an authorised representative of each party. The foregoing notwithstanding, if CIS modifies the Agreement, during the Service Term, the modified version will take effect and be binding on the Customer upon Customer's next Service Term Renewal.

- 13.3. Suitability of Products and Services: The Customer acknowledges that it is the Customer's obligation to determine whether the Products and Services are fit for the purposes for which the Customer has ordered them, regardless of whether the Customer has expressed such purpose to CIS or whether CIS could reasonably have been aware of such purpose.
- 13.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous oral, implied, or written agreements with respect to the subject matter hereof.
- 13.5. Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. Waivers must be made in writing and executed by an authorised representative of the waiving party.
- 13.6. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.
- 13.7. Relationship: The relationship between the parties is as set out in the Contract and no employment, joint venture, partnership or agency relationship will be deemed to subsist between the parties and neither will have the authority to bind the other.
- 13.8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.