SUITE CRM

G-Cloud 15
SuiteASSURED
Terms and Conditions



These terms set out the terms and conditions (the “Terms”) for the provision of the Assurances by the Supplier SuiteCRM Ltd to the Client (also called “you” herein), and form part of the SuiteASSURED Agreement.

1. Definitions

The following words and phrases shall have the following meanings, unless the context otherwise requires:

"Agreement"	The terms and conditions including all appendices and any other documents incorporated by reference.
"Assurances"	The rights, entitlements and benefits granted hereunder to the Client by the Supplier including the Maintenance Assurance as set out in Annex 1.
"Fees"	Monies payable by the Client to Supplier, as defined in the proposal. Payable in UK Pounds Sterling, VAT not included if applicable.
"Order Form"	One or more mutually agreed order forms, Statements of Work, Proposals or similar transaction documents.
"Software"	SuiteASSURED Software and its updates delivered hereunder while Client is up to date with Fees.
"Specifications"	The document setting out the fundamental characteristics and functionalities of the SuiteASSURED Software from time to time.
"Effective Date"	Date when this Agreement is signed by both parties and returned to the Supplier.
"Term"	The period of time for which the Assurances have been purchased as set out in clause 3 below.
"Initial Term"	24 Months.
"Renewal Term"	12 Months.
"Hosting Specification"	The hosting specification agreed to in the Quotation, Proposal or other specification document which outlines the resources of the technical environment selected by Client.
"Data Volume"	The size in gigabytes (GB) of the SuiteASSURED code, including the Upload directory AND the size in gigabytes (GB) of the database. Values should be rounded to one decimal place.
"Care Hours"	Support hours purchased as defined in the proposal, see Annex 1.
"Business Day"	08:00 – 18:00 (GMT/BST) Monday to Friday, excluding national holidays as published by the UK Government.

2. Scope

2.1. Scope. These Terms govern the provision of Assurances to the Client for the Software. These Assurances, which include (a) the defect warranty under Clause 5 and corresponding Maintenance Assurance; (b) the IPR warranty and indemnity set out in clause 5; and (c) other benefits of the Client hereunder, are provided solely for Client's own internal business purposes and not for any third party. The Software may be downloaded from the URL provided to the Client upon receipt by the Supplier of the signed SuiteASSURED Agreement.

3. Term and Termination

3.1. Term. This Agreement shall commence on the Effective Date and shall continue for the period specified in the Initial Term. Thereafter, the Agreement shall automatically renew for additional periods of the Renewal Term on a rolling basis at the then-current Fee rates unless either party gives written notice to the other of its intention not to renew at least thirty (30) calendar days prior to the end of the then current term. The effective provision of Assurances by the Supplier will begin on the date of receipt of the applicable Fees and run to the end of the then current term (even if shorter than 1 year).

3.2. Early termination. Either Party may terminate this Agreement by written notice to the other Party in the event that the other Party:

(a) materially breaches its obligations hereunder, and where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach,

(b) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; being a partnership or other unincorporated association is dissolved or being a natural person dies; becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with or grants a trust deed in favour of its creditors or is sequestrated; or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets, or

(c) otherwise ceases, or threatens to cease, to carry on business.

3.3. Obligations on termination. Upon termination of this Agreement, the Supplier will no longer provide the Assurances nor any other benefit hereunder to the Client. Termination of this Agreement howsoever arising does not affect your software licence and is without prejudice to the rights and

obligations of either Party accrued prior to termination, in particular the obligation of the Client to make a payment of any outstanding, unpaid fees. Termination is not an exclusive remedy and all other remedies provided by law will be available whether or not termination occurs. However, there are no obligations on the Supplier to refund, whether partially or in full, the fees for Services not supplied or used.

3.4. **Survival.** The terms of clauses 3 (Term and Termination), 7 (Limitation of Liability), 8 (Confidentiality and Privacy), 10 (General) survive termination.

4. Fees and invoices

4.1. **Fees.** In consideration for the provision of the Assurances and Care Hours, the Client agrees to pay the Supplier the Fees set out in this agreement and any applicable VAT or sales tax thereon, in the specified currency. All Fees are non-cancellable and non-refundable, and stated net of any applicable withholding taxes. Periodic renewal payments are due on each renewal, at then-current rates which will be confirmed no less than forty (40) calendar days prior to the end of the then current term.

4.2. **Transactions Fees.** Fees do not include currency conversion fees, wire transfer fees or other bank payment charges which shall be borne exclusively by the Client.

4.3. **Invoices.** Invoices are issued upon receipt by the Supplier of this signed Agreement, and thereafter one (1) month prior to each subsequent renewal of the Term. The Client agrees that the Supplier may issue its invoices in electronic or paper form, in accordance with applicable legislation.

4.4. **Payments.** Unless otherwise agreed in writing by the Parties, Fees for the initial term are to be made in advance. Fees for renewals are due Net 30 days from invoice date either by electronic transfer or by credit or debit card. Overdue amounts are subject to an interest rate of four percent (4.0%) per annum, above the base rate of the Bank of Scotland. The Supplier reserves the right to terminate this Agreement in the event the Client is more than thirty (30) days past due on any undisputed invoice. Client agrees to reimburse the Supplier for all costs (including reasonable legal fees) associated with collecting delinquent or dishonoured payments by the Client that are more than thirty (30) days past due.

4.5. **Taxes.** All Fees are exclusive of taxes. The Client will pay the Supplier an amount equal to any taxes arising from or relating to this Agreement or an applicable invoice which are paid by or are payable by us. "Taxes" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on our net income. If the Client is required to withhold or deduct any portion of the payments due to the Supplier, the Client will increase the sum payable by the amount necessary so that the Supplier receives an amount equal to the sum it would have received had the Client made no withholdings or deductions or provide the Supplier the corresponding tax withholding certificate.

5. Limited Warranty

5.1. **Limited Warranty.** During the term of the Agreement, The Supplier warrants that the copyrights in the SuiteASSURED Software are owned by or have been licenced to the Supplier with a right to distribute the Software to the Client from the corresponding rights holder(s), and that the SuiteASSURED Software conforms substantially with the Specifications, and is free from significant programming errors and defects in workmanship and materials. This limited warranty shall terminate on termination of this Agreement (unless renewed) or if any modification (excluding configuration) is made to the SuiteASSURED Software other than by the Supplier. It is an essential condition of this warranty that (i) the Software is used in accordance with all instructions supplied by the Supplier; (ii) Client has not introduced any other software, content or equipment creating an adverse effect on the SuiteASSURED Software; (iii) there are no unforeseen material changes in the Client's business environment that negatively impact performance of the SuiteASSURED Software.

5.2. **Defects.** If at any time during the term of this Agreement, the Client discovers one or more material or significant defects or errors in SuiteASSURED Software as delivered or any other respect in which such Software as delivered fails to conform to the provisions of the warranty set out in this Section 5, The Supplier shall, as Client's sole and exclusive remedy, use reasonable efforts under the terms of this Agreement to correct such defect, error or non-conformity in accordance with the terms of Annex 1 hereto, provided that notice and description of the defect or error is provided to the Supplier. If the Supplier cannot substantially correct a breach or provide an acceptable workaround in a commercially reasonable manner in accordance with those terms, Client may terminate this Agreement and receive a pro-rata refund of the Fees paid for the deficient software as of the effective date of termination.

5.3. Disclaimer. The limited warranties provided by the Supplier in Clause 5.1 do not cover (i) parts of the SuiteASSURED Software that have been subjected to misuse, tampering, modification, experimentation, alteration, negligence, or faulty installation; (ii) initial installation, installation and removal of the SuiteASSURED Software for repair (other than by the Supplier); (iii) configuration of the SuiteASSURED Software (other than by the Supplier); (iv) damage that occurs due to act of God, failures due to power surge, and cosmetic damage; (v) any hardware, software, firmware or other materials or services provided by anyone other than the Supplier; or (vi) repair by anyone other than the Supplier.

5.4. LIMITATION.

Except as stated in this Clause 5, to the maximum extent permitted by applicable law, the SuiteASSURED Software is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to the implied warranty of satisfactory quality, non-infringement and fitness for a particular purpose. The Supplier and its licensors do not guarantee that the use of the SuiteASSURED Software will not be interrupted or error free, or comply with regulatory requirements.

6. Intellectual Property Rights

6.1. IPR. For the avoidance of doubt, this Agreement is not a licence for the Software, which is licenced to the Client under the terms of the SuiteCRM project licence available on the www.suitecrm.com website (currently the AGPL version 3). Names, logos, trade names and trademarks are owned by the Supplier, and no right is granted to the Client to use any of the foregoing except as expressly permitted herein or by written consent.

6.2. IPR indemnification. If a third party claims that the Client's use of the SuiteASSURED Software infringes any copyright, trademark or trade secret, the Client must promptly notify the Supplier in writing. The Supplier shall defend and hold the Client harmless against costs, damages and/or reasonable attorney's fees that are included in a final judgment against the Client (without right of appeal) or in a settlement approved by the Supplier that are attributable to Client's use of the SuiteASSURED Software, provided that the Client is current in the payment of all applicable Fees prior to a claim and the Client reasonably cooperates with the Supplier and allows the Supplier to control the defence of such claims and all related settlement negotiations. The Suppliers obligations hereunder are contingent on the following conditions: (a) The Client must notify the Supplier in writing promptly after Client becomes aware of a claim or the possibility thereof; and (b) Client must grant the Supplier or its

licensors the sole control of the settlement, compromise, negotiation, and defence of any such action; and (c) Client must provide the Supplier and its licensors with all information related to the action that is reasonably requested by the Supplier or such persons.

6.3. Disclaimer

The foregoing indemnification obligations shall not apply to any claim or action where (a) Client is using any version of the SuiteASSURED Software other than the then currently supported version, unless the infringing portion is also in the then current, unaltered release; (b) the claim or action would have been avoided by use of the then-current, unaltered version of the SuiteASSURED Software ; (c) the claim or action would have been avoided but for modifications of the SuiteASSURED Software, or portions thereof, made by any party other than the Supplier after delivery to Client; (d) the claim or action would have been avoided but for the combination or use of the SuiteASSURED Software, or portions thereof, with other programs, data, equipment or documentation not otherwise provided by the Supplier; (e) after Client is notified that the use of SuiteASSURED Software, or portions thereof, has or is likely to become the subject of a credible claim of infringement by a third party, Client continues the allegedly infringing activities despite actions taken by the Supplier in accordance with this Agreement; (f) the use of the SuiteASSURED Software is not strictly in accordance with the terms and conditions of this Agreement; or (g) Client has breached any provision of the Agreement, in particular as to Intellectual Property Rights and confidentiality (if applicable) of SuiteASSURED Software or any part thereof. The foregoing constitutes the entire liability of the Supplier, and Client's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights in relation to the SuiteASSURED Software.

7. Limitation of Liability

7.1. Except for any specific obligations agreed by the Supplier in this Agreement, to the maximum extent permitted by applicable law in no event will the Supplier or its licensors be liable for any indirect, special, incidental, consequential or exemplary damages arising out of or in any way relating to this Agreement, to the use of or inability to use the SuiteASSURED Software including, without limitation, damages for loss of goodwill, work stoppage, lost profits, loss of data, computer failure or any and all other commercial damages or losses regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

7.2. For all events and circumstances, the Supplier or its affiliates' aggregate and cumulative liability arising out of or relating to this Agreement will be limited to direct damages and will not exceed the amounts received by the Supplier from you during twelve (12) months immediately preceding the first

event giving rise to liability, with respect to the particular items (whether software, services or otherwise) giving rise to liability.

7.3. Nothing in this Agreement is intended to exclude or limit the Supplier's liability (a) for death or personal injury, or (b) for losses that are caused by gross negligence or wilful misconduct of the Supplier, provide however in this case that to the extent permitted by applicable law, The Supplier be not liable for any amounts in excess in the aggregate of the amounts paid to the Supplier under this Agreement.

8. Confidential Information

8.1. **Confidentiality**. Each Party agrees to maintain the confidentiality of any proprietary information (include without limitation non-public trade secrets, proprietary information, ideas, works of authorship, know-how, processes and any other information or data related to the products and services of the disclosing party, its business and contractual relationships) ("Confidential Information") received from the other during the term of this Agreement and for one year after its termination. Each Party agrees not to use said Confidential Information for any purpose except as necessary to fulfil its obligations and exercise its rights under this Agreement. Except as and when required to do so by competent administrative authority or court of law, neither party shall disclose Confidential Information of the other to any third party.

9. Records and Auditing

9.1. **Records Retention.** Client shall maintain complete and accurate records regarding its use of the Software necessary to verify the Data Volume related to the SuiteASSURED software of the file system and database in Client's production environment. Sixty (60) calendar days before renewal, Client shall provide the Supplier with such records, or provide access to the Supplier to obtain a copy of such records on their behalf. Failure to provide this information, or providing false information is a material breach of the Agreement.

9.2. **Audit.** The Supplier, or a certified public accountant designated by the Supplier, shall have the right, upon ten (10) business days' written notice to you, to conduct an inspection and audit of all your relevant facilities and records in relation to Client's use of the Software and any part thereof (remotely or as otherwise agreed with Client, under the monitoring of your staff). Such audit shall be conducted during regular business hours at Client's offices and in such manner as not to interfere with Client's normal business activities. In no event shall audits be conducted hereunder more frequently than once every six (6) months. The audit shall be conducted at the Supplier's expense; provided, however, that if the audit reveals that Client has failed to comply with any material term of this Agreement, Client shall pay all reasonable costs and expenses incurred by the Supplier and its licensors in conducting the audit.

10. **General**

10.1. Force Majeure. Neither Party shall be liable for any delay or failure to fulfil its obligations under this Agreement which is due wholly or partially to any strike, lock-out or other industrial action, electrical failure, server failure, third party acts or omissions or any other event or act beyond the reasonable control of the Party including without limitation, acts of God, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm.

10.2. Assignment. Client may not assign this Agreement without the Supplier's prior written consent which shall not be unreasonably withheld. The Supplier may assign this Agreement without need for Client's consent (a) in the event of any merger, acquisition, or corporate reorganisation or (b) to a purchaser of all or substantially all of its assets.

10.3. Severability. If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.

10.4. Waiver. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

10.5. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, overnight courier service or mailed by first class, registered or certified mail, postage prepaid, to Client at the address listed in this agreement, or such other address as either Party may specify in writing, or by email to the email addresses set out in this agreement. Such notice shall be deemed to have been given upon receipt.

10.6. Modifications. The Supplier reserves the right at all times to propose modified terms of this Agreement, which will enter into force on agreement with you and/or any subsequent renewal of the term of the Agreement. If Client no longer wishes to be bound by the Agreement following such modification, Client may terminate the Agreement on notice to the Supplier.

10.7. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Scotland,

without giving effect to the conflicts of law provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. The parties expressly agree that any conflict which may arise in relation to the interpretation or performance of this Agreement will be submitted to the exclusive jurisdiction of the courts of Scotland, United Kingdom, regardless of any other jurisdiction or court to which the parties may be entitled to submit such conflict.

10.8. Entire Agreement. This Agreement and any annexes, constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof and prevails over any contradictory terms (unless expressly provided therein), which are governed by the terms hereof. There are no third party beneficiaries to this Agreement.

Annex 1 -– Maintenance Assurance

These terms are part of the SuiteASSURED Agreement and set out the conditions under which the Supplier provides Maintenance Assurance and other services to Clients on SuiteASSURED Software. Undefined capitalised terms have the same meaning as in the definitions above.

Defined Terms

"Error Correction / Resolution" means either a modification or addition to, or deletion from, SuiteASSURED that materially conforms to the Supplier's Specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates that material adverse effect on Client of an Error.

"Maintenance Pack" means a release of or for SuiteASSURED that includes the most recent Resolutions.

"Response Time" means the time taken by the Supplier to allocate a case reference number to the fault, confirm the Error Severity level, and acknowledge receipt of the fault to the Client.

"Incident / Error" means any verifiable and reproducible failure of SuiteASSURED Software to operate correctly or to materially conform to the Specifications.

"Care Hours" means the annual hours available to be used for help desk support, training, consulting, software development or other maintenance services that fall outwith Maintenance Assurance.

"Assured Versions" means the versions of the SuiteASSURED Software maintained under the Maintenance Assurance, as set out in Paragraph 2 below.

"Upgrade" is a means of revision or change of version of SuiteASSURED (decimal point change), currently released by the Supplier to its Clients generally, during the term of this Agreement. Changing this version also means adding new and different functions or to increase the capacity of the current software. Upgrade does not include moving to different service schedule or product or additional Supplier provided or 3rd party components or Add-ons which may be priced separately. Upgrading to a new version might or might not require some work in the Client's installed version of SuiteASSURED Software, which is not included in this Agreement.

"Service Credit" means a credit from the Supplier to the Client on their next SuiteASSURED renewal. The value of the Service Credit will be 2% of the current SuiteASSURED subscription value.

1. Maintenance Assurance.

The Supplier's Maintenance Services ("Maintenance Assurance") include the provisions of Error Corrections, Bug Resolutions, Maintenance Packs, and Upgrades in relation to Assured Versions in the

maintenance branch of Client's version of SuiteASSURED. Maintenance Assurance is provided on the core application code and any custom code written specifically for and provided by the Supplier on behalf of the Client.

2. Assured Versions.

Maintenance is provided on the current release of the SuiteASSURED Software and the previous release up to 9 months after it is superseded by the current release. On publishing a new version thereafter, to continue benefiting from Maintenance Assurance, the Client must ensure its version of SuiteASSURED is upgraded to the new version within the indicated periods.

3. Care Hours.

The SuiteASSURED contract includes a set number of annual Care Hours which can be used for services from the Supplier that fall outwith Maintenance Assurance. The number of Care Hours is stated along with the term of the contract. When the Care Hours have been depleted, provision of these specific services will cease until the renewal date, unless additional hours are purchased. The provision of Maintenance Assurance will not be affected.

4. Maintenance Assurance Exclusions.

Additional Care: questions about product usage, installation of the Software (including network configuration), training, consultancy, optimisation, post-installation configuration or development support (such as Client's customisations of the Software or Client's integrations of the Software with Client's or third-party developed software or data), or non-bug related technical problems.

Enhancement or Change Request: a request to compensate a lack in current features of the software (other than Incidents) requiring new programming, and/or requests for product enhancements.

Code Not in a SuiteASSURED Software Repository: Any code which is not included in the official SuiteASSURED code repository.

Other requests: Any other requests different from those defined at "Incident / Error".

These requests fall outside the scope of the SuiteASSURED Maintenance Assurance, determined at the Supplier's reasonable discretion. Time spent by the Supplier to process these requests will be deducted from the Client's Care Hours. This includes time spent interacting with the Client, when conducting

diagnosis, research, development and document creation or during the provision of any fix, solution or other service.

The Client may contract with the Supplier for the provision of additional Care Hours. In addition, the Supplier may review Enhancement or Change Requests, which may be included in the subsequent product release, at the Supplier's discretion. For any request deemed by the Supplier to be a change, development or enhancement work, the Supplier will provide the Client with a response setting out applicable Fees for customisation. No customisation will be undertaken unless the Client agrees to the additional costs in writing to the Supplier and an Order Form setting out the addition of these services has been agreed and signed by both Parties.

5. Additional Code.

The Supplier may, upon the client's request agree to include third party code changes within the SuiteASSURED Maintenance Assurance. This is subject to an Assurance Code Review, performed in advance. The time taken to conduct code review(s) will be deducted from the Client's Care Hours. The Supplier may refuse to include third party code if it is deemed unsuitable through the code review process.

6. Resolutions and Severity Levels.

The Supplier will make commercially reasonable efforts to provide a Resolution designed for resolving an Incident, in accordance with the table below (Severity Levels). Due to the varied nature and complexity of problems associated with software, The Supplier does not guarantee Errors will be fixed in a certain period of time. The Response Times are for the allocation of a case reference number to the fault, confirmation of the Error Severity level, and to acknowledge receipt of the fault to the Client. Errors will be resolved in line with severity, access, diagnosing and resourcing and any other terms as outlined within the SLA. Breach of the Response Times below will result in the Client receiving a Service Credit for their next renewal.

Severity	Definition	Response Time
Severity 1	Client's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Client's mission critical data is at a significant risk of loss or corruption; (ii) Client has had a substantial loss of service; or (iii) there has been a breach in security of access to personal data. No issues with client software or third-party software will be treated as a Severity 1 Error. Laboratory, sandbox, or demonstration systems or any system that has not completed UAT are excluded from Severity 1 Errors. The Supplier reserves the right to downgrade Severity 1 Errors if Client does not provide appropriate resource to assist in the resolution of the problem.	Within 1 hour 24 / 7 / 365
Severity 2	Major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term data integrity might be adversely affected; or (ii) only a temporary workaround is available. No issues with client software or third-party software will be treated as a Severity 2 Error. Laboratory, sandbox, demonstration systems or any system that has not completed User Acceptance Testing are excluded from Severity 2 Errors.	Within 4 hours During Business Day
Severity 3	Partial, non-critical loss of functionality of the SuiteASSURED software such that the operation of some component(s) is impaired but allows the user to continue using the Software. No issues with client software or third-party software will be treated as a Severity 3 Error.	Within 1 Business Days
Severity 4	General questions, Enquiries, Change Requests, Software Development, Upgrades, Migrations, Training Requests, Audits, Cosmetic issues and any other request not covered by the definitions above.	Within 5 Business Days

7. Maintenance Packs and Upgrades.

During the term of the Agreement, the Supplier shall make Maintenance Packs and Upgrades available if, as and when the Supplier makes any such Maintenance Packs or Upgrades generally available to its Clients. If a question arises as to whether a product offering is an Upgrade or a new product or separate component, the Supplier's opinion will prevail, provided that the Supplier treats the product offering as a new product or feature for its end user Clients generally.

8. Conditions for Providing Maintenance.

The Supplier's obligation to provide Maintenance is conditioned upon the following:

a. Client provides sufficient information and resources to correct the Incident;

b. Client fully co-operates and allocates necessary time to work closely with the Supplier to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate;

c. Client provides the Supplier with, when required, limited remote access to the User's work station or device or to the server where the Software is hosted;

d. Client promptly installs all Maintenance Packs and Resolutions;

e. Client procures, installs and maintains all equipment, telephone lines, communication interfaces, operating environment software and hardware necessary to operate SuiteASSURED; and

f. Client makes reasonable efforts to correct the Incident after consulting with the Supplier;

Client acknowledges and accepts that non-compliance with the above may result in response and fix time delays, for which the Supplier shall not be held responsible.

9. Exclusions from SuiteASSURED Maintenance Assurance.

The Supplier is not obliged to provide Maintenance in the following situations:

a. Requests referred to in section 4 above.

b. The Incident does not materially affect the operation and use of the Software in any manner as indicated in the table above.

c. The Incident, as determined by the Supplier, is caused by changes or modifications to the Software as provided by the Supplier, resulting in malfunctioning of the Software (except if the changes or modifications to the Software were made under the direct supervision of the Supplier).

d. The Incident is caused by or in custom developments (by any person), unless specifically agreed in writing with the Supplier.

e. The Software has been damaged, or the Incident is caused, by Client's misuse or improper use of the Software, its negligence, hardware malfunction or other causes beyond the reasonable control of the Supplier.

f. The Incident is caused by third party software not licenced by or through the Supplier.

g. Client has not installed and implemented an Upgrade (change of version) or Maintenance Pack(s) so that its version of SuiteASSURED Software is not a version maintained by the Supplier.

h. Client has not paid the Fees when due.

10. Suspension and Termination of Maintenance.

The Supplier reserves the right to suspend performance of Maintenance Assurance and other services if the Client fails to pay any amount that is payable to the Supplier under the Agreement within thirty (30) days of due date of payment as notified to Client.

11. Other

Intermittent faults. The Supplier aims to provide a reliable service. The Client acknowledges that occasional faults and disruptions may occur, including those with no immediate cause. While the Supplier will not be held strictly liable for such disruptions, they will make all reasonable efforts to resolve them as quickly as possible.

SUITE CRM

G-Cloud 15
Fully Managed Hosting
Terms and Conditions



1. Definitions

The following words and phrases shall have the following meanings, unless the context otherwise requires:

"Agreement"	The terms and conditions including all appendices and any other documents incorporated by reference.
"SuiteCRM"	The SuiteCRM open source software application.
"Domain"	suiteondemand.com, crmplace.com or any associated website domain provided by Supplier.
"Public Website"	The public websites owned and operated by the Supplier for the purposes of marketing and service provision. Primarily suitecrm.com
"Fees"	Monies payable by the Client to Supplier, as defined in this agreement. Payable in UK Pounds Sterling, VAT not included (if applicable).
"Support Portal"	A web based interface for reporting and tracking Support Requests at a URL to be provided by the Supplier.
"Support Request / Case"	A support request, also known as a Case, created by the Client through email, the support portal or manually by the supplier to manage the resolution of a client request or enquiry.
"Out Of Hours"	Any time not included in a Business Day.
"Personnel"	Officers, employees, sub-contractors, consultants and agents.
"Business Day"	08:00 – 18:00 (GMT/BST) Monday to Friday, excluding national holidays as published by the UK Government.
"Effective Date"	Date to be added here
"Initial Term"	24 Months.
"Services"	The provision of hosting associated with the SuiteCRM software application.
"Renewal Term"	12 Months.
"Hosting Specification"	The hosting specification agreed by the client and defined in this document

2. Description of Services

Dedicated Business Hosting: A single fully managed dedicated Virtual Machine with a containerised application stack and assigned and scalable compute, storage and database resources with one dedicated public IP v4 address.

Dedicated Performance Hosting: A fully managed dedicated Virtual Machine with a containerised web application stack assigned and scalable compute and storage resources with one dedicated public IP v4 address. A second virtual machine is hosted on an isolated private subnet providing dedicated resource for the database engine.

Dedicated High Availability Hosting: Two dedicated web server instances backed by high performance shared file storage. Load balanced with two dedicated public IP v4 addresses and spread across two availability zones in your chosen region for increased performance and high availability. A third fully managed database server is hosted on an isolated private subnet and replicated automatically to a single standby DB instance in a second availability zone with automated failover support.

Fully Managed: Infrastructure engineers from SuiteCRM Ltd manage the application stack, platform, backups and security. Access is restricted to senior staff and direct access to the platform or environment by the client is not possible.

3. Agreement Commencement and Duration

3.1 This agreement is effective from the Effective Date for the Initial Term unless earlier terminated by either Party in writing in accordance with the terms of this Agreement. Following the Initial Term, the Agreement will automatically renew for additional periods of the Renewal Term on a rolling basis, subject to Termination by either party in accordance with Clause 15.

4. Basis of the Agreement

4.1 This Agreement constitutes the complete and final expression of the entire and only understanding of the provision of Services from the Supplier to the Client regarding the subject matter of this Agreement and supersedes any prior written or oral representations.

4.2 Client agrees not to use the Services for any unlawful, fraudulent or abusive purpose. Supplier has the right to interrupt, suspend or terminate Services immediately if it suspects that the Client is engaging in unlawful, fraudulent or abusive activity.

4.3 Supplier will use commercially reasonable efforts to keep its Services operational. There will be

periods of downtime for maintenance, upgrades and other unexpected reasons.

4.4 Hosting infrastructure will be supplied by supplier partner DataVita Limited or Amazon Web Services (AWS) and all data will be hosted in the region specified above.

4.5 Supplier will make commercially reasonable efforts to provide a resolution designed for resolving a Support Request in accordance with the table below (Severity Levels). Supplier does not guarantee Cases will be resolved within a certain period of time.

4.6 Client agrees not to use the Services as an email server for outgoing mail. Where inbound or outbound email is required, a third party mail service should be utilised.

4.7 Client affirms that they are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, abide by and comply with the terms and obligations of this agreement.

4.8 Supplier will provide a subdomain from a Domain of their choice for the clients use. Any Domain / Subdomain provided by the Supplier will remain the property of the Supplier and is non-transferable. Alternatively Client may chose to provide a domain or subdomain which can be associated to and used to access their SuiteCRM instance.

5. Maintenance

5.1 Supplier will confirm a 1 hour weekly maintenance window with the client for scheduled maintenance of the server and related infrastructure. Supplier will attempt to provide at least 24 hours notice for unscheduled maintenance or downtime.

6. Service Availability

6.1 The Supplier offers a Service availability guarantee of 99.99% of available time each month for our Dedicated High Availability Service and 99.9% of available time each month for our other services.

6.2 If Supplier fails to meet these targets in a particular month (as determined solely by the Supplier), the Client may request a credit of 10% of the Service fee for that month. The corresponding value, exclusive of any applicable taxes, will be issued in Support Hours to the Client's current application support contract.

6.3 This guarantee does not apply to service interruptions caused by: (1) Scheduled or Unscheduled maintenance when notice has been issued in advance. (2) Interruptions caused by client action or inaction. (3) causes beyond our control or that are not reasonably foreseeable.

7. Backups

7.1 Supplier will use commercially reasonable efforts to provide and maintain backups for service resilience and continuity purposes.

7.2 These backups are intended to recover services in the event of an infrastructure failure which affects data integrity. They are not intended as a roll back service to recover from accidental data deletion or modification. Supplier may, at it's discretion agree to perform such a roll back at the Client's request; however the time involved would be billable to the Client's Application Support Contract.

7.3 Supplier makes no guarantees or warranties as to the Recovery Point Objectives (RPO) or Recovery Time Objectives (RTO); however It is anticipated that the following objectives will apply:

Tier 1: Failure of a single server or single node in a cluster with spare capacity. - RTO 10 minutes (SAAS and Dedicated High Availability) 2 hours for all other services.

Tier 2: Failure of multiple servers in an Availability Zone or a single node in a cluster with no spare capacity. - RTO 4 hours

Tier 3: Failure of an entire Availability Zone – RTO 8 hours

7.4 Supplier offers an optional, but recommended SFTP Backup Service. This service allows the client to retrieve a backup archive of their own data. Supplier will use commercially reasonable efforts to make scheduled backups available to the client for download. Client acknowledges that, from time-to-time, the SFTP Backup Service may be inaccessible or inoperable due to periodic maintenance, equipment malfunctions, or other failures.

8. Storage and Service Limits

8.1 All Services are subject to limitations in CPU, memory, processes count, capacity and other technical constraints. In the event plan limitations are exceeded, Client may experience slower performance or intermittent availability until resources are released or more resources are added. More resources can be added at any time by upgrading the Service.

8.2 Services have defined limitations on storage space and outbound data traffic volumes. If your usage exceeds these limitations, as determined by the Supplier's monitoring then the Supplier will notify the Client. The Client will then either lower their usage within 30 days or upgrade their Service.

8.3 Supplier may, at their discretion, invoice the Client monthly in arrears for any usage that exceeds Plan Storage or Data limits at the currently published rate.

8.4 Supplier reserves the right to change Service limits at any time. The client will be notified by

email prior to any changes and such changes shall be posted on our public website.

9. Hosting Support

9.1 Support will be provided via the Customer Portal to Clients in relation to the Hosting Services provided to the Client.

9.2 Hosting support is restricted to issues related directly to the hosting environment, including the compute, storage and database resources, TLS Certificates, SFTP Backup Provision, Service Availability, Maintenance and otherwise as determined solely at the discretion of the Supplier.

9.3 Hosting support does not impact the available hours on any related application support contract.

10. Payment

10.1 Fees will be invoiced as described in the Payment Terms above.

10.2 All payments shall be made in GBP (Sterling).

10.3 In the event of a Client's failure to pay, disputed payments, or payment reversal, the Supplier may discontinue the services and terminate this agreement as defined in clause 15.

10.4 Fees are exclusive of Value Added Tax and governmental or other charges, which shall be added to Fees if applicable and shall be included and itemised separately on invoices where appropriate.

11. Data Protection

11.1 Both parties shall observe all their obligations under the General Data Protection Regulation (GDPR) or other data protection law of the United Kingdom which arise out of or in connection with this Agreement.

11.2 The Client hereby acknowledges its obligations as a data controller under the terms of GDPR and warrants and represents to the Supplier that it has discharged and shall discharge its obligations in terms thereof. The Client shall hold the Supplier harmless from any claims by any third party relating thereto.

11.3 In the event that the provision of the Services will require the Supplier to access, process or use Personal Data (as defined in the Act) on behalf of the Client, the Supplier will do so only in accordance with this Agreement, subject to any reasonable specific instructions from the Client amending or

superseding the same.

11.4 Without prejudice to the generality of the obligation set out in sub-clause 11.3, the Supplier warrants that it will:

11.4.1 take appropriate technical and organisational measures to protect any such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage;

11.4.2 without prejudice to the generality of sub-clause 11.4.1, ensure that the contractual arrangements with its sub-contractors impose obligations on the sub-contractors equivalent to those set out in this clause 5;

11.4.3 notify the Client promptly of any proposed changes to the technical and organisational measures referred to in sub-clause 11.4.1, unless such changes are minor or inconsequential;

11.4.4 within the timescales required by any regulator, permit such regulator to conduct its own audit of the processing of any such Personal Data and documented security procedures;

11.4.5 will ensure that its agents and sub-contractors will not transfer Personal Data to any country outside the European Economic Area without the prior written consent of the Client;

11.4.6 assist the Client, within such timescales as may be reasonably required by the Client, with all subject information requests which may be received from the data subjects of the Personal Data. Should the Supplier receive any such requests from the data subject, the Supplier will immediately inform the Client and forward the request forthwith to the Client. The Supplier will not respond to any such request except on instruction from the Client; and

11.4.7 only process such data to the extent absolutely necessary to provide the Services in accordance with this Agreement and as required by law;

11.4.8 submit to audits and inspections as required to provide the Client in order to ensure that they are both meeting with Article 28 obligations as defined in the GDPR;

11.4.9 inform the Client if they request a service from the Supplier which infringes the GDPR or other data protection law;

11.5 Any Personal Data (as defined in the GDPR) provided by the Client to the Supplier shall at all times remain the Client's property and the Supplier shall take all reasonable precautions to preserve the integrity of such Personal Data and to prevent any corruption or loss, damage or destruction of such Personal Data.

11.6 The Supplier shall immediately notify the Client in the event that it becomes aware of any breach of this Agreement or the GDPR by the Supplier or its agents or sub-contractors.

12. Intellectual Property

12.1 SuiteCRM is governed by the Affero General Purpose License 3 (AGPL3) an open source licence.

12.2 Unless supplied with an accompanied SuiteASSURED agreement, all SuiteCRM software is provided 'As Is' and without warranties of any kind, either express or implied including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

12.3 Unless expressly provided in this Agreement, each Party agrees that it neither has nor will obtain any rights in or to any of the other party's Intellectual Property Rights or Confidential Information.

12.4 Each Party will defend and hold the other Party harmless against any claim, suit or proceeding brought against that Party so far as it is based on any actual or threatened infringement of any Intellectual Property Rights by it, provided that it is given prompt notice in writing of any such claim and is given full authority and such information and assistance as is reasonably necessary for the defence of such claim.

12.5 The Supplier shall have no liability in respect of any alleged infringement which is based on the sale or use of any Services in combination with any other products or services not supplied by the Supplier (unless expressly agreed by the Supplier).

12.6 The Supplier shall have no liability in respect of any unauthorised modifications, changes or alterations by the Client or its agents of the Services supplied by the Supplier, other than in respect of modifications, changes or alterations carried out by the Supplier.

13. Disclaimer of Warranties

13.1 The services are provided "as is" and without warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law. The Supplier disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Supplier does not warrant that the services will be uninterrupted or error-free, that defects will be corrected, or that the website or servers are free of viruses or other harmful components. The Supplier does not warrant or make any representations regarding the use or the results of the services, the content passing through its services, or the accuracy or quality of information obtained through the services. Client assumes all risk for any damage to Client resulting from Client's use of the services. The Supplier does not authorise anyone to make any warranties on its behalf, and Client should not rely on any warranties made by third parties. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to the Client.

14. Disclaimer of Liability

14.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Client during the Term to which the claim relates.

14.2 In no event shall the Supplier be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Client incurring such a loss.

14.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

15. Termination

15.1 The Client may terminate this Agreement by giving the Supplier a minimum of 30 days written notice.

15.2 The Client agrees not to use the Services for any unlawful, fraudulent or abusive purpose, Supplier will give 30 days notice of termination, or suspension of Client access to services, for any or no reason, including but not limited to non-payment or breach of this agreement. The Supplier has the right to interrupt, suspend or terminate Services without notice if it suspects that the Client is engaging in unlawful, fraudulent or abusive activity.

15.3 On termination of this Agreement for any reason:

15.3.1 All sums due to the Supplier up to the date of termination shall become immediately due and payable to the Supplier.

15.3.2 The Supplier shall immediately cease provision of services but may provide Exit or other Services to the Client.

15.3.3 The Supplier shall destroy and dispose of the Client's Data in its possession as well as from any back-ups at the next scheduled rotation.

15.3.4 It is the responsibility of the Client to request and obtain a back-up of data prior to termination. The supplier will make commercially reasonable efforts to provide such a backup prior to termination.

16. Amendment of Agreement

16.1 The Supplier reserves the right to amend this Agreement at renewal, and it is the Client's responsibility to review this Agreement for amendments. Use of the Services following any amendments of this Agreement by Supplier will signify Client's assent to and acceptable of its revised terms.

16.2 The Client has no right to amend or alter this Agreement.

16.3 The Client may not assign this Agreement without the Supplier's prior written consent.

16.4 The Supplier may assign this Agreement without need for Client's consent (a) in the event of any merger, acquisition, or corporate reorganisation or (b) to a purchaser of all or substantially all of its assets.

17. Force Majeure

Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond the affected Party's reasonable control, including but not limited to, Acts of God, fire, lightening, explosion, war, disorder, flood, industrial dispute (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

18. Non-Solicitation

The Parties agree that during the Term, neither Party shall directly or indirectly solicit for employment any officers or employees employed then by the other Party who is or was involved in the provision or management of the provision of the Services without the prior written consent of the Party whose personnel are to be solicited. In the event that a Party employs or hires any of the other Party's personnel in breach of this Clause 18, the breaching Party shall pay to the injured Party upon demand as liquidated damages a sum equal to the annual salary of such personnel at the time of breach. Nothing in this Clause 18 shall restrict either Party from employing any individuals who apply unsolicited in response to general advertising or other general recruitment campaigns.

19. Relationship

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or Client and agent between the Parties and neither the Supplier nor the Client shall have the right to bind the other (other than as set out in this Agreement) without the other's express prior written consent.

20. No Waiver

Failure or delay by either party in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement. Any waiver by a Party of any breach of, or any default under, any provision of the Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

21. Severability

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

22. Indemnification

Client agrees to defend, indemnify, and hold harmless Supplier, its parents, subsidiaries, licensors, licencees, distributors, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) Client's use of the Services, (ii) Client's violation of this Agreement, and (iii) Client's violation of any third party right, including, but not limited to, copyright, trademark, or privacy right. Client shall cooperate as fully as reasonably required in the defence of any claim. The Supplier reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Client. Client shall not enter into any settlement agreement that affects the rights of Supplier without Supplier prior written approval.

23. Survival

All provisions of this Agreement that, by their nature, should survive the termination of this Agreement shall continue in full force and effect and survive the termination of this Agreement, including, but not limited to, the intellectual property, disclaimer of warranties, limitation of liability, indemnification, severability, and governing law provisions.

24. Contract (Right of Third Parties) Act 1999

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Acts 1999, by any person who is not a party to this Agreement.

25. Jurisdiction

This Agreement shall be governed by the laws of Scotland, without respect to its conflict of laws principles. Any claim or dispute between Client and Supplier that arises in whole or in part from Client's use of the Services or Website shall be decided exclusively by Scottish Law and Client agrees to the jurisdiction of Scottish courts.

26. Notices

Any notices or other communications under this Agreement to Supplier shall be in writing and shall be delivered by first class mail to the Supplier's registered address or by email to "info@suitecrm.com"

Any notices or other communications under this Agreement to Client shall be in writing and shall be delivered by first class mail or email to the address or email on file.

27. Resolutions and Severity Levels

The Supplier will make commercially reasonable efforts to provide a Resolution designed for resolving a Support Request or interruption to Service, in accordance with the table below (Severity Levels). Due to the varied nature and complexity associated with software and services, the Supplier does not guarantee Errors will be fixed in a certain period of time. The Response Times are for diagnosing problems only. Errors will be resolved in line with severity, access, diagnosing and resourcing and any other terms as outlined within this agreement.

Severity Levels

Severity	Definition	Response Time
Severity 1	Client's production services or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Client's mission critical data is at a significant risk of loss or corruption; (ii) Client has had a substantial loss of service; or (iii) there has been a breach in security of access to personal data. No issues with client software or third-party software will be treated as a Severity 1 Error. Laboratory, sandbox, demonstration systems or any system that has not completed UAT are excluded from Severity 1 Errors. The Supplier reserves the right to downgrade Severity 1 Errors if Client does not provide appropriate resource to assist in the resolution of the problem.	Within 1 hour 24 / 7 / 365
Severity 2	Client's production Services are severely impaired such that (i) operations can continue in a restricted fashion, although long-term data integrity might be adversely affected; or (ii) only a temporary workaround is available. No issues with client software or third-party software will be treated as a Severity 2 Error. Laboratory, sandbox, demonstration systems or any system that has not completed User Acceptance Testing are excluded from Severity 2 Errors.	Within 5 hours During Business Day
Severity 3	Partial, non-critical loss of services of the such that the operation of some component(s) is impaired with little or no immediate impact for a low percentage of users. No issues with client software or third-party software will be treated as a Severity 3 Error.	Within 2 Business Days
Severity 4	General usage questions, enquiries and requests	Within 5 Business Days