

Software Advance Limited

Terms and Conditions for Workbie Software and Development Services

These Terms and Conditions (the "Agreement") set out the contractual obligations between **Software Advance Limited**, registered at 67 Bolton Road, Ashton-in-Makerfield, Wigan, WN4 9AA ("the Company"), and the client identified in the associated Schedule of Contract ("the Client"). The Agreement governs the use of the **Workbie** software platform ("the Software") and any related development or customisation services.

1. Scope of Services

Software Advance Limited provides access to the Workbie Software, including configuration, customisation, and additional development services where required. All services will be delivered in line with agreed specifications documented within the Schedule of Contract or separate project specifications.

2. Client Reporting and Support

Clients may report incidents, support needs, or development requests via:

- The integrated Workbie ticketing system; or
- Telephone support using the Company's official support line.

All reports will be triaged, prioritised, and progressed in accordance with internal support workflows. Common issues follow predefined resolution procedures to ensure fast and consistent outcomes.

3. Delivery and Acceptance

All custom developments or configuration work will be delivered according to agreed specifications. Upon delivery, the Client has seven (7) days to review and confirm acceptance, or notify the Company of any non-conformities. Software Advance Limited will make reasonable efforts to correct any issues identified within this period.

4. Fees and Invoicing

Fees are charged in accordance with the rates and payment schedule defined in the Schedule of Contract. Hourly-based work is invoiced monthly unless otherwise agreed. All invoices are payable in full within the stated terms.

5. Intellectual Property Rights

Software Advance Limited retains full ownership and intellectual property rights to **Workbie**, including all core systems, frameworks, modules, and proprietary technology. Any customisations, extensions, or integrations developed for the Client become part of the Workbie ecosystem and remain the Company's intellectual property unless expressly agreed in writing otherwise.

The Client is granted a non-exclusive, non-transferable licence to use Workbie and any agreed customisations for the duration of their contract.

Open-source components or licensed third-party tools may be used where appropriate. Where bespoke code is developed specifically for the Client and paid for in full, usage rights will be granted but full IP ownership remains with Software Advance Limited unless a separate IP transfer agreement is executed.

6. Changes to Specifications

The Client may request reasonable changes to initial specifications. All change requests will be reviewed and may be subject to additional costs and adjusted delivery schedules. Software Advance Limited will advise the Client of any additional cost or delays before undertaking the work.

7. Confidentiality

Software Advance Limited will treat all Client information, including business processes, data, and project documentation, as confidential. Confidential information will not be disclosed to third parties except as required for service delivery or where legally obligated.

8. Warranties

For a period of six (6) months following delivery of any custom development, the Company warrants that the work will operate in accordance with the agreed specifications. Any defects arising within this period will be corrected at no additional cost, provided they are not the result of unauthorised changes or misuse by the Client.

9. Indemnification

Software Advance Limited will indemnify the Client against claims or costs arising from the Company's negligence in delivering development services. This does not apply to third-party integrations, external platforms, or misuse of the Software by the Client.

10. Access Control and Security

Administrative access to the Workbie management interfaces is strictly controlled through role-based permissions and least-privilege principles. Only authorised users may access support channels. All administrative actions are logged for accountability.

11. Termination

Either party may terminate the Agreement in the event of a material breach, provided the breach is not remedied within two (2) working days of written notice. The Company may suspend services for non-payment or misuse of the Software.

12. Governing Law

This Agreement is governed by the laws of England and Wales. Any disputes will be settled in the courts of England and Wales.

Registered Company: 08606605

VAT: 450014154

Address: 67 Bolton Road, Ashton-in-Makerfield, Wigan, WN4 9AA

Telephone: 03333 660077

