

EVBEX – FM NAVIGATE

SOFTWARE-AS-A-SERVICE (SaaS) TERMS AND CONDITIONS

Version: 6.4

Effective Date: []

1. Parties

1.1 Supplier / Licensor: Evolve Business Excellence Limited (Evbex), a company registered in the United Kingdom with its principal place of business at Ty Merlin, Caerphilly Business Park, Van Rd, Caerphilly CF83 3GS

1.2 Customer / Licensee: The organisation or person identified in the Order Form (“**Customer**”, “**you**”, “**your**”).

2. Definitions and Interpretation

2.1 “Software” means the FM Navigate cloud-based facilities management platform and any modules made available to Customer, including updates and enhancements provided by Evbex from time to time.

2.2 “Services” means access to and use of the Software and any related support and maintenance provided by Evbex under these Terms.

2.3 “Documentation” means the user guides and service documentation made available within the Software or otherwise by Evbex.

2.4 “Order Form” means the ordering document agreed between Evbex and Customer specifying the Software/modules, subscription term, licence metrics (such as users), and fees.

2.5 “Authorised Users” means the number and type of users permitted to access the Software as set out in the Order Form.

2.6 “Customer Data” means any data submitted by or for Customer into the Software and any outputs resulting from processing that data.

2.7 “Confidential Information” means any business, technical, financial or other information disclosed by one party to the other that is confidential or ought reasonably to be regarded as confidential.

2.8 “Personal Data” has the meaning given in the UK GDPR and UK Data Protection Act 2018.

2.9 “Affiliate” means any entity controlled by, controlling, or under common control with a party.

2.10 Headings do not affect interpretation

3. Order of Precedence

3.1 If there is any conflict between the Order Form and these Terms, the **Order Form prevails only** to the extent of the conflict on commercial specifics (e.g., fees, term, licence metrics). These Terms prevail in all other respects

4. Acceptance of Terms

4.1 By accessing or using the Software, Customer agrees to be bound by these Terms. If the Customer does not agree, they must not access or use the Software.

5. Contracting Model (Resellers / Partners)

5.1 Evbex contracts directly with the end customer for use of the Software. Where an authorised reseller or partner introduces the Customer, that reseller/partner does not grant any licence rights in the Software and may not override these Terms.

5.2 Commercial arrangements (e.g., introduction, services, invoicing) may involve a reseller/partner, but the Customer's right to use the Software is granted only by Evbex under these Terms and the Order Form.

6. Licence Grant and Permitted Use

6.1 Subject to payment of applicable fees and compliance with these Terms, Evbex grants Customer a limited, non-exclusive, non-transferable right to access and use the Software during the Subscription Period for Customer's internal business purposes.

6.2 Customer's use is limited to the modules and licence metrics purchased (including the number of Authorised Users) as stated in the Order Form.

6.3 **Affiliate use.** Affiliates may use the Software only if explicitly permitted in the Order Form. Customer remains responsible for Affiliate compliance and payment.

7. Accounts and Security

7.1 Customer must ensure all account information is accurate and up to date.

7.2 Customer is responsible for maintaining the confidentiality of credentials and for all activity under its accounts. Customer must notify Evbex promptly of unauthorised access or security breaches.

7.3 Customer is responsible for the acts and omissions of its Users.

8. Customer Responsibilities

8.1 Customer warrants it has all necessary rights to provide Customer Data to the Software and authorises Evbex to process Customer Data to provide the Services.

8.2 Customer is responsible for the quality, integrity, legality, reliability and appropriateness of Customer Data and for ensuring Customer Data is in a suitable format for the Software.

8.3 Customer is responsible for training its Users and ensuring Users have appropriate competence to use the Software

9. Acceptable Use and Restrictions

9.1 Customer must use the Software lawfully and must not use it in any way that breaches applicable law or regulation.

9.2 Except as expressly permitted by these Terms, Customer must not (and must ensure Users do not):

- (a) copy, modify, distribute, or create derivative works of the Software;
- (b) reverse engineer, decompile or disassemble the Software;
- (c) rent, lease, sublicense, resell, or transfer the Software or access rights to any third party;
- (d) use the Software to provide third-party services (including as a service bureau or SaaS);
- (e) remove, alter or obscure proprietary notices or security measures;
- (f) attempt to gain unauthorised access to the Software, networks or systems.

9.3 Customer must not store or transmit unlawful, infringing, libellous or otherwise tortious

material using the Software.

9.4 Customer must not introduce or transmit malicious code (including viruses, worms, trojans) or intentionally interfere with the integrity or performance of the Services

10. Fees, Invoicing, Taxes

10.1 Customer must pay fees as set out in the Order Form. Unless stated otherwise, fees are payable in advance for each invoicing period and are non-cancellable and non-refundable.

10.2 Invoices are payable within **30 days** of the invoice date. Fees are exclusive of VAT and any applicable taxes, which Customer must pay where required.

10.3 Late payments accrue interest at **3% per annum above the Bank of England base rate** (accruing daily) or the maximum permitted by law, plus reasonable collection costs.

10.4 Evbox may suspend access to the Software on written notice if payment is overdue and remains unpaid for **20 days** after notice.

10.5 **Annual price uplift.** Fees may increase by up to 3% on renewal. Any increase above 3% will be notified at least 120 days before the renewal period begins.

11. Service Operation, Maintenance and Changes

11.1 Evbox will use commercially reasonable efforts to provide the Services in accordance with these Terms and the Documentation.

11.2 Evbox may perform planned maintenance and updates. Where reasonably practicable, Evbox will provide at least **5 Business Days' notice** of planned maintenance and aim to perform it outside normal business hours.

11.3 Evbox may modify or update the Software from time to time (including updates/upgrades).

12. Support Scope Exclusions

12.1 Evbox is not responsible for issues arising from:

- (a) Customer misuse or failure to follow the Documentation;
- (b) Unauthorised modifications, integrations, or third-party changes not approved by Evbox;
- (c) Customer equipment, networks, firewalls, or third-party systems outside Evbox control; or
- (d) Customer Data corruption or inaccuracies caused by Customer or third parties.

13. Customer Data Access, Administration and Logging

13.1 Evbox may access Customer's account/environment where reasonably necessary to provide the Services, including support, maintenance, administration, billing, and verifying compliance with these Terms.

13.2 Evbox may log information reasonably required to operate the Services, calculate fees, and verify compliance with licence metrics

14. Data Protection and Privacy

14.1 Each party will comply with applicable data protection laws, including the UK GDPR and UK Data Protection Act 2018.

14.2 For Personal Data processed in connection with the Services, Customer acts as controller and Evbox acts as processor (unless otherwise required by law).

14.3 Evbox will implement appropriate technical and organisational measures intended to

protect Personal Data against unauthorised access or loss.

14.4 Evbex will notify the Customer without undue delay after becoming aware of a Personal Data breach affecting Customer Personal Data.

14.5 Customer is responsible for notifying regulators and affected individuals where legally required.

14.6 Customer must not upload special category data (as defined by data protection law) unless expressly agreed in writing and supported by the Services.

14.7 Privacy Policy: Customer's use of the Services is also governed by the FM Navigate Privacy Policy:

15. Confidentiality

15.1 Each party must keep the other party's Confidential Information confidential and not disclose it except to employees/contractors who need to know and are bound by confidentiality obligations.

15.2 Confidentiality obligations do not apply to information that:

- (a) becomes public without breach;
- (b) was lawfully in possession prior to disclosure;
- (c) is received lawfully from a third party without restriction;
- (d) is independently developed without reference to Confidential Information; or
- (e) must be disclosed by law or court order.

15.3 Confidentiality obligations continue for **5 years** after termination, except for trade secrets which remain protected while they remain trade secrets.

16. Intellectual Property

16.1 Evbex retains all rights, title and interest in and to the Software, Documentation and all related intellectual property rights.

16.2 Customer retains all rights in Customer Data.

17. Feedback

17.1 Customer grants Evbex a perpetual, irrevocable, royalty-free right to use and incorporate into the Software any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer.

18. Warranty and Disclaimer

18.1 Evbex warrants it has the right, power and authority to provide the Services and grant the licence under these Terms.

18.2 Evbex warrants that the Services will operate substantially in accordance with the Documentation when used as instructed.

18.3 Except as expressly stated, the Services are provided **"as is"** and **"as available"** and Evbex disclaims all other warranties to the maximum extent permitted by law (including merchantability, fitness for purpose, and non-infringement).

19. IP Infringement Indemnity (Evbex → Customer)

19.1 Evbex will indemnify Customer against third-party claims that the normal use of the Services infringes third-party intellectual property rights, provided that Customer:

- (a) promptly notifies Evbex in writing;
- (b) gives Evbex sole control of the defence and settlement; and
- (c) provides reasonable cooperation.

19.2 If an infringement claim arises, Evbex may (at its option):

- (a) procure the right for the Customer to continue using the Services;
- (b) modify the Services so they are non-infringing without material reduction in functionality; or
- (c) replace the Services with a non-infringing equivalent.

19.3 Evbex has no obligation to the extent the claim arises from: Customer modifications, third-party combinations, or use not in accordance with these Terms.

20. Limitation of Liability

20.1 To the fullest extent permitted by law, neither party is liable for indirect, incidental, special, consequential or punitive damages, including loss of profits, loss of savings, reduced goodwill, business interruption, or loss/damage of data.

20.2 Evbex's aggregate liability arising out of or in connection with the Services (including non-contractual claims) is limited to the fees paid by Customer in the **12 months** immediately preceding the event giving rise to the claim.

20.3 Nothing limits or excludes liability that cannot be excluded by law, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

20.4 Any claim must be brought within **12 months** of the date the claiming party became aware (or should reasonably have become aware) of the event giving rise to the claim.

21. Term, Renewal, Suspension and Termination

21.1 The Subscription Period is as stated in the Order Form. Subscriptions renew as stated in the Order Form unless terminated in accordance with this clause.

21.2 Either party may terminate these Terms for material breach if the breach is not remedied within **30 days** of written notice (or immediately if not capable of remedy).

21.3 Evbex may suspend access for overdue payment as set out in clause 10.4 or for serious security/acceptable use violations.

21.4 Either party may terminate immediately on insolvency events (including appointment of an administrator/receiver, bankruptcy, or arrangement for creditors).

22. Effect of Termination; Data Return and Deletion

22.1 On termination or expiry:

- (a) Customer's licence ends, and Customer must cease using the Services;
- (b) Customer must pay all fees due up to termination/expiry;
- (c) clauses which by their nature should survive will survive (including confidentiality, IP, and liability).

22.2 Customer may export/download Customer Data during the Subscription Period using available export functionality.

22.3 If Customer has not exported Customer Data by termination, Customer may request (in

writing) a temporary reopening of its environment **solely for export purposes** for up to **2 months** after termination.

22.4 After the 2-month period, Evbex may delete Customer Data (including backups) unless retention is required by law or agreed in writing.

23. Force Majeure

23.1 Neither party is liable for failure or delay caused by events beyond its reasonable control (including internet failure, acts of government, fire, flood, epidemic, war, strikes) provided it takes reasonable steps to mitigate.

24. Assignment and Subcontracting

24.1 Evbex may subcontract parts of the Services to third parties where appropriate and remains responsible for performance of the Services under these Terms.

24.2 Customer may not assign these Terms without Evbex's prior written consent (not to be unreasonably withheld where the assignee is an Affiliate of equal or better financial standing).

25. Non-Solicitation

25.1 During the Subscription Period and for **12 months** after termination, Customer must not solicit or hire Evbex personnel directly involved in providing the Services, without Evbex's prior written consent.

26. Notices

26.1 Any notice must be in writing and sent to the addresses set out in the Order Form (or as otherwise notified). Notices are deemed received:

- (a) if delivered by hand, on delivery;
- (b) if sent by first class post, 2 Business Days after posting;
- (c) If sent by email, at the time of transmission, provide that no bounce-back is received.

27. Entire Agreement; Severability; Waiver; Amendments

27.1 These Terms and the Order Form constitute the entire agreement between the parties regarding the Services and supersede prior discussions and understandings.

27.2 If any provision is invalid or unenforceable, the remainder remains in force, and the parties will replace the invalid provision with a valid one that best reflects the original intent.

27.3 No waiver is effective unless in writing. Failure to enforce is not a waiver.

27.4 Amendments must be in writing and signed by both parties, except that Evbex may update these Terms online for future use; changes do not affect an existing Order Form unless agreed.

28. Governing Law and Jurisdiction

28.1 These Terms are governed by the laws of **England and Wales** and the parties submit to the exclusive jurisdiction of the courts of England and Wales

29. Signatures

For Evolve Business Excellence Limited (Evbox):

Name: [.....]

Title: [.....]

Signature: [.....]

Date: [.....]

For Customer:

Name: [.....]

Title: [.....]

Signature: [.....]

Date: [.....]