Software As A Service Terms and Conditions

1. DEFINITIONS

1.1 All Definitions within these Terms are in addition to the definitions within the **Standard Terms and Conditions** and **Managed Services Terms and Conditions**

1.2 "Order" shall mean the schedule in the form attached to this Agreement, which upon completion and signature by both parties shall, together with this Agreement, form the Contract between the Customer and Comcraft Software Limited. Should any terms and/or condition included in the Order conflict with any term and/or condition in this Agreement the term and/or condition in the Order shall take precedence to the extent a conflict exists. Each Order shall be identifiable by a unique Order Number;

1.3 "Order Schedule" shall mean the Order and Contracted Period under which any Managed Service is provided

1.4 "Software-As-A-Service" or "SaaS" describes any software provided by Comcraft Software Limited that is hosted under a **Managed Services Terms and Conditions** agreement and where the source code is not provided to the Customer; Remains the Property of Comcraft Software Limited; and where the Customer agrees to subscribe to a Rental of Access to the Software for a fixed period.

1.5 "Browser Software" or "Web Browser Software" or "Web Browser" or "Browser" refers to software the Customer installs on their own devices to facilitate access to the Software-As-A-Service solution. Examples of such Browser Software include, but are not limited to, Internet Explorer, Edge, Chrome and Firefox. Comcraft Software Limited are not responsible for providing any such Browser Software

1.6 "User Acceptance Testing" or "UAT" refers to a process whereby the Customer is responsible for testing the delivered solution to ensure they accept its provision, features and performance and accepts conformance to the Order

2. Service Provision

2.1 All SaaS services are provided in accordance and subject to the terms within **Standard Terms and Conditions** and **Managed Services Terms and Conditions**. All Terms in this document should be read in ADDITION to the Standard Terms and Managed Service Terms. Where a conflict exists, the terms in THIS DOCUMENT supercede any terms or clauses within the Standard Terms or Managed Services Terms

2.2 Any software provided as a Service remains the Copyright, Intellectual Property and is Licenced by Comcraft Software Limited to the Customer for the lifetime of the software

2.3 The Customer shall be granted use of the Software-as-a-Service solution via a Managed Service and is subject to the **Managed Services Terms and Conditions** Terms and Conditions

2.4 Comcraft Software Limited will at its discretion provide updates, routine maintenance or additional functionality to any Software-as-a- Service - giving notice to the customer in advance of any changes if Software Behaviour are expected

2.5 The Customer accepts that routine maintenance may be carried out by Comcraft Software Limited without notice during out of hours periods, namely between 8pm and 6am nightly, or during weekends or public holidays. Customers who require access during these times must explicitly request them as part of any Order. Any other requests for access during these times may be made to Comcraft Software Limited by the Customer giving at least 48 hours' notice - but will only be facilitated if Comcraft Software Limited accept the request in advance.

2.6 The Customer agrees to accept and understand that Comcraft Software Limited does not create, provide or maintain Web Browser Software - and any changes to Browser Software that render the Software-As-A-Service unusable, faulty or in any way underperforming - will not be the liability of Comcraft Software Limited. The Customer agrees to notify Comcraft Software Limited of any such fault.

Comcraft Software Limited will use best endeavours to provide a workaround, patch or procedure to provide a working solution. Browser Software related faults are not subject to any Response Time Target as defined in the **'Contract Managed Services Terms and Conditions - Clause 7.4'**

2.7　The Customer agrees to use only accepted Browser Software for any given SaaS service and may or may not include all variations of Browser software, Manufacturer or Versions. Each SaaS solution varies in terms of which Browser Software is supported and the Customer is responsible for ensuring they use an appropriate prescribed compatible version of such software for any SaaS service provided by Comcraft Software Limited

2.8　The Customer agrees to perform at their own expense a User Acceptance Testing process of any such SaaS solution delivered within 30 days of receipt of access, and shall notify Comcraft Software Limited of any problem, bug or problem within the first 30 days.

2.8.1　The Customer Accepts that on completion of a UAT - Comcraft Software Limited are not liable for any change to Browser Software that renders the SaaS solution incompatible. The Customer must report any such problem to Comcraft Software Limited who will use best endeavours to provide a workaround, software patch or replacement but Comcraft Software Limited may require the Customer to use a previous version if the incompatibility cannot be rectified due to a breaking change by any Browser Manufacturer

2.8.2　Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for Products and Services meet Customer's requirements, including any of its security obligations under applicable Data Protection Requirements.

2.9　Customer is solely responsible for any Data or User Logins stored in the system and agrees to limit the liability to Comcraft Software Limited for any event that it outside the sole control of Comcraft Software Limited

3.　Intellectual Property and Licence

3.1　Any software provided as a Software-As-A-Service solution remains the explicit property of Comcraft Software Limited, its partners or 3rd Party Suppliers. The Customer shall accept no claim of ownership, perpetual licence, transfer rights or any other form of ownership to the software

3.2　For the duration of the Term within the Managed Services Order Schedule, Comcraft Software Limited grants an access licence to the Customer for use via a Web Browser via a defined access point, IP address, Domain Name, or specific route as defined by the Order

3.3　Upon Termination of the Term of Service, the Customer may not download, transfer, access or attempt to claim ownership of any Software-As-A-Service

3.4　Any and all software libraries downloaded by the Customer though a Web Browser remain the Intellectual Property of Comcraft Software Limited. The Customer agrees to accept it has no rights to copy, transfer, distribute or reverse-engineer any such software by any means and may only download such software in the manor described and delivered by the Web Service

3.5　The Number of Users the Customer may assign to the Software-As-A-Service will be One (1) unless explicitly stated in the Order. The Customer may not over-subscribe or extend access to multiple users without an Order covering the number of Users the Customer wishes to provide access to the Service

3.6　Comcraft Software Limited undertakes that it holds and will hold valid ownership, usage rights, and all relevant authorities and authorisations to provide the services under all of the conditions of these agreements and terms. Where a software is being provided by a third party, Comcraft Software Limited will ensure and undertake that all third party software, services, applications, plugins will be used and maintained with full authority in relation to the services provided under the terms of these agreements and terms and conditions.

4.　Data Protection and GDPR

4.1　The parties agree that the Customer is a Controller and that Comcraft Software Limited is a Processor for the purposes of processing the data to be generated in the Bespoke Software pursuant to this Agreement. The Controller and the Processor both agree and undertake to comply with the rules and regulations of the GDPR, the Data Protection Act 2018 and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing. During and after the term of the Agreement, the Processor will ensure that the data provided to them, to the software or other media shall be treated as

confidential information and the Controller will ensure that the data submitted to the software is protected and processed in line with the relevant laws. The Processor will also ensure that the data seen, processed, stored, transferred, transcribed, coded etc. for the purposes of the Agreement shall be protected and processed in line with the relevant laws, no employee, staff, consultant or contractor of Comcraft Software Limited shall be entitled to see, work on, process disclose the data without an appropriate confidentiality contract in place.

4.2   Any data that is collected by the software is deemed as The Customers property and upon termination of the services/agreement due to any reason, any data shall be immediately be destroyed by Comcraft Software Limited, with exception of Security and Audit Logs which may be kept for any legal or statutory purpose as required by any relevant laws