



Adding Value to Your Business

Terms and Conditions of Supply

Software Add-ons Limited – The Home of OpenCRM

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1 Battalion Court, Colburn Business Park, Richmond, North Yorkshire, DL9 4QN, UK

1. Contract Agreement

- 1.1. When you eSign or otherwise send us a signed Sales Order, this shows that you agree to these terms of supply and to pay the listed fee by the date on the Invoice. You should be an authorised representative of your organisation. Us sending the Invoice represents our contract to supply the product and/or services listed. We are Software Add-ons Limited – The Home of OpenCRM registered in England and Wales #05387424.

2. Pricing

- 2.1. Our products are priced exclusive of tax or VAT, although you are still responsible for paying these rates as they apply to the legal standing and/or location of your business.
- 2.2. The prices listed on a Sales Order are final, any request for amendments must be agreed in writing.
- 2.3. If you request an on-site visit, we will add an additional charge for expenses incurred. These are typically travel costs (calculated by mileage in the UK) and, if appropriate, overnight costs. These expenses will be agreed in writing by both you and us by adding them to a Sales Order.
- 2.4. Contract periods are shown on the Sales Order and relevant to prices quoted. These are generally PAYG, 12 months or 24 months.
- 2.5. On the 12th June 2017 our Prices changed to a 'per user' price to include premium support. Existing subscribers have the option of switching to the new pricing or remaining on their existing price plan.
- 2.6. Additional users can be added at the same price as the original subscription contract fees with the termination date the same as the original contract period.
- 2.7. Subscriptions are charged on purchased licenses and not actual usage. Subscription licenses cannot reduce during the contract period.

3. Making Payments

- 3.1. We will send Invoices to the primary listed Contact or a designated accounts email Contact, these Invoices will be due immediately unless other terms have been agreed in writing.
- 3.2. We promise not to vary our subscription prices to you by more than 3% per year. If we do change our prices, we will give you 60 days' notice.
- 3.3. Invoices are typically raised on the same day as the Sales Order is signed.
- 3.4. The due date for payment of an Invoice will be listed directly on the Invoice. Subscriptions are taken on the date due by credit card or in advance by direct debit on the 1st or 14th of every month. Quarterly & annual subscriptions, will be invoiced separately and will not by default be taken by credit card or direct debit unless you ask us to.
- 3.5. If you do not pay an Invoice by the date shown, it will be considered overdue and you may be charged interest on this amount. Any overdue payment will accrue interest at 1.75% per month or the maximum permitted by law.
- 3.6. We will not exercise our rights for non payment if you are disputing charges reasonably and in good faith and are cooperating in a timely manner.
- 3.7. You agree that any purchases are not made contingent of future functionality or features either verbal or written in the public domain even if made by us.

4. Termination of Services

- 4.1. We use the words Termination, Cancellation, and Suspension in these Terms of Supply as well other supporting documents:
 - 4.1.1. Suspension: this is the limiting of your access to the administration console within your OpenCRM system, it does not restrict the access of your users in their day to day use of OpenCRM.
 - 4.1.2. Termination/Cancellation: this is the final cancellation of your system and includes the removal of your access and any data held by us from our servers. A Termination is initiated by us, a Cancellation is initiated by you.
 - 4.1.3. If either you or we enter insolvency, bankruptcy, liquidation, ceases trading, or otherwise goes out of business, the other can end this contract without penalty.

4.2. Suspension

- 4.2.1. If you do not pay an Invoice after 15 days, we retain the right to suspend access to your OpenCRM system until payment. Before we suspend your system, notice will be made in writing before the suspension is carried out.

4.3. Termination

- 4.3.1. We can terminate your services at any time, provided the other party is given 60 days' written notice. If you choose to do this, it is considered a cancellation (see below).
- 4.3.2. If this agreement is terminated, the legal rights of both parties will not be affected. You promise, on termination of this agreement, to remove any of the add-ons or integrations relating to the OpenCRM system or allow us to do so.
- 4.3.3. If either you or we are in breach of this agreement for 4 weeks or more, the other party can terminate the contract without penalty.
- 4.3.4. Dedicated servers are provided under the conditions listed here. Dedicated servers and infrastructure always have a minimum contract period of 12 months. Should your failure to adhere to those guidelines result in restricted access to your server, you will still be liable for the remainder of the contract period.
- 4.3.5. All data held in the system will be returned to you free of charge as a MySQL backup file or compressed folder in the case of documents. Data will be made available for a maximum of 30 days after the termination date, after this date we have no obligation to provide download links or make data available.

4.4. Cancellation

- 4.4.1. If you want to cancel a service or product, you must give us 60 days' notice, dedicated servers and infrastructure always have a minimum contract period of 12 months.
- 4.4.2. All data held in the system will be returned to you free of charge as a MySQL backup file or compressed folder in the case of documents. Data will be made available for a maximum of 30 days after the cancellation date, after this date we have no obligation to provide download links or make data available.
- 4.4.3. You can start the cancellation process by emailing goodbye@opencrm.co.uk.

- 4.4.4. You promise, on cancellation of this agreement, to remove any of the add-ons or integrations relating to the OpenCRM system or allow us to do so.

5. Web Services & Dedicated Servers

- 5.1. Should there be any complaint about the content of your web pages, we may be required to disclose your name and address.
- 5.2. It is your responsibility to keep your password and other confidential information secure.
- 5.3. You are responsible for providing us with the content for any web pages and are responsible for ensuring that it does not violate any laws or do any of the following:
 - 5.3.1. publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or unlawful material or information;
 - 5.3.2. threaten, harass, stalk, abuse, disrupt or violate the legal rights (including rights of privacy and publicity) of others;
 - 5.3.3. engage in illegal or unlawful activities;
 - 5.3.4. make available any material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights or have received all necessary consents; or
 - 5.3.5. act or fail to act, in your use of your web content, in a manner that is contrary to applicable law or regulation.
- 5.4. You are entirely responsible for any civil or criminal liability that is incurred as a result of your use of your web content or any data obtained.
- 5.5. We are not in control of the page ranking, submission, or search engine optimisation (SEO) results for your website; no guarantees are made for the performance of any of these items.
- 5.6. If you advertise or sell anything on your website, you are responsible for complying with any and all relevant legislation.
- 5.7. If you choose to transfer your web domain to us, we are not responsible for any actions outside our control that cause delays during this process.

6. OpenCRM System

- 6.1. A nightly back-up will be taken of your system and held for 7 days, along with a weekly snapshot which will be held for 26 weeks. A monthly back-up will

also be stored for 6 months. This means we will hold backups for 12 months. The system audit logs are kept for a minimum of 12 months.

- 6.2. Your system will be created no later than 8 business hours after you sign the Sales Order.
- 6.3. We use third-party software to deliver a variety of services to you. This can include external file storage and clustered bulk email services. The details of these services and how/when we use them can be made available on request.
- 6.4. The minimum hardware with operating system & internet browser is a Windows PC or Mac OSX with 2GB RAM running current or previous versions.
- 6.5. Supported browsers are Chrome, Firefox, Safari & Internet Explorer/Edge. Other browser may work but do not form part of our quality assurance.
- 6.6. It is your responsibility to correctly enter data into your system and to test that any documents, reports, queries, etc. are functioning correctly for your requirements.

7. Third-Party Products

- 7.1. The rights and responsibilities for any third-party software sold by us or integrated with the OpenCRM system are held by the third party software owner/company/author.
- 7.2. Your use of these products is subject to the terms and conditions of these products and systems, we are not responsible for them and any agreements we may have with these companies are not transferred to you.

8. Support & Professional Service Time

- 8.1. As of 12th June 2017 all monthly subscriptions include Premium support, which is available to all the users of your system. Users on our legacy pricing have the option to switch plans or remain on the existing price plan. Our support team are available from GMT 9am to 5:30pm, Monday through Friday excluding UK Bank Holidays, unless otherwise agreed.
- 8.2. Our support incident tracking includes a Severity based Service Level Agreement (SLA), in general maximum response times are as follow:
 - 8.2.1. Standard Email Only Support: 24 business hour SLA accessed via email only.
 - 8.2.2. Premium Support Contract: 8 business hour SLA accessed via email, LiveChat, telephone, and web portal.

- 8.3. Our support team will help answer how-to questions, assist with configuration of our free integrations, diagnosis and offer corrections/work-arounds of system faults. They will also be responsible for the installation of system fixes, which may be as a one-off or, potentially, done through a system upgrade.
- 8.4. Professional Service time can also be purchased for system configuration and bespoke development.
- 8.5. If you purchase any training time, this will be conducted by our project management team via online, screen-sharing sessions unless otherwise agreed.
- 8.6. If a system fault is the result of failure to implement our recommendations or the improper use, negligence, modifications, or mergers of the system on your part, there may be additional associated costs.

9. Notices

- 9.1. Notices under this Agreement will be made in writing and sent to the persons and addresses set out in the Sales Order or other address as supplied during normal trading. They may be given, and will be deemed received:
 - 9.1.1. by first-class post: two Business Days after posting;
 - 9.1.2. by airmail: seven Business Days after posting;
 - 9.1.3. by hand: on delivery;
 - 9.1.4. by facsimile: on receipt of a successful transmission report from the correct number; and/or
 - 9.1.5. by email: on receipt of a delivery or read return mail or successful server log or tracking code.

10. Warranty

- 10.1. We warrant that:
 - 10.1.1. We have title to or license to supply all the products and services we sell.
 - 10.1.2. We supply replacement products within 30 days should anything be defective or faulty.
 - 10.1.3. Our software and system is free from malicious code and/or viruses.
 - 10.1.4. Our servers will be available 365 days a year, 24 hours a day, with a network availability of 99.97% up time and server response time of no

more than 3 seconds. More time may be needed in the case of larger or multiple attachments.

- 10.1.5. If your system is down for 0.03% of any calendar month, we will refund you a portion of your monthly subscription at the rate of 5% for every 15 minutes of downtime up to a maximum equal to any monthly charges, except where we have given you more than 7 days' notice.
- 10.1.6. Where possible, we will notify you 7 days before any maintenance work on your system, which is typically carried out between the hours of GMT 11pm – 6am. It is our goal that service-affecting maintenance works should only last for 15 minutes in a single session.

11. Intellectual Property Rights Indemnity

- 11.1. If a third party brings a claim or legal action against you that directly & specifically relates to the OpenCRM system, its add-ons, or integrations, we agree to co-defend you from and against said claim.
- 11.2. If such a claim occurs, you will:
 - 11.2.1. Notify us in writing of the nature and detail of the claim,
 - 11.2.2. Not admit any liability or make any agreement or compromise without our written consent,
 - 11.2.3. Give us and our advisors access to your premises, people, and assets, documents, accounts, etc. that relate to the claim so we are able to assess it, and
 - 11.2.4. Take any reasonable action we request that does not cause you harm.
- 11.3. If a claim is made or we think a claim may be made against you, we may:
 - 11.3.1. Procure additional rights to the software or system,
 - 11.3.2. Modify the software or system, and/or
 - 11.3.3. Replace the software or system
- 11.4. Any upgrades to the OpenCRM system, its add-ons, or integrations will comply with the warranties in this agreement. You will have the same rights as well.

12. Indemnities

- 12.1. Neither you nor us are, on behalf of the other party, liable for any loss in profits, anticipated savings, business opportunity, and/or management time.
- 12.2. **We advise that you look into extensions on your business insurance policies to cover you for specific data loss and business disruption.**
- 12.3. Both our and your total liability will never be more than the total payments you have made to us in the preceding 12 month period.
- 12.4. These liability provisions do not apply in the instance where death or personal injury is caused by the negligence, fraud, misrepresentation, deliberate default, or wilful misconduct of the other party.

13. Data Protection

- 13.1. Under the Data Protection Act 1998, you are the Data Controller and we are the Data Processor of any personal data held in your OpenCRM system.
- 13.2. We agree to only process data in your system as necessary to fulfil the agreed configuration, training, support, etc. as per the Sales Order. We will not process the data held in your system for any other purpose.
- 13.3. If either you or we receive information suggesting that personal data was incorrectly processed or that either of us was non-compliant in relation to the DPA 1998, the other party must be notified.
- 13.4. We do not transfer the data held in your system or ours outside the European Economic Area (EEA) without prior written consent from you.
- 13.5. Should you make a reasonable request that we amend, transfer, or remove your personal data from our system, we will do so within a reasonable amount of time.
- 13.6. If you would like a copy of the personal data we hold for you in our system, you simply need to make this request in writing and we will provide this within a reasonable amount of time, this may incur a small administration charge.
- 13.7. Similarly, you are entitled to request information relating to how we process your personal data and we will provide this within a reasonable amount of time.
- 13.8. We warrant that:
 - 13.8.1. We will comply with all applicable laws and regulations relating to the processing of personal data.

- 13.8.2. We will take all reasonable technical and procedural measures to ensure personal data is lawfully processed and not accidentally or otherwise damaged or destroyed.
- 13.8.3. We will notify you immediately should we believe that any unauthorised or unlawful processing of personal data has occurred or if there is a chance it has been lost, damaged, or destroyed.

14. Confidentiality

- 14.1. The data held in your system belongs to you and is private and confidential. It will not be shared with or used by anyone except you. You are able to set up internal security to restrict your users' ability to see, edit, and/or delete data.
- 14.2. We both agree to keep any information we learn about each other, both before and after signing this agreement, confidential. This does not include information that is:
 - 14.2.1. already known by the other party,
 - 14.2.2. passed on by a third party,
 - 14.2.3. already in the public domain, or
 - 14.2.4. required by law to disclose.
- 14.3. We will both take all necessary steps to ensure compliance by our employees, agents, and/or sub-contractors.
- 14.4. You also promise to maintain confidentiality regarding the OpenCRM system as well as our plans and respect our copyright and trade mark notices in relation to the OpenCRM system, its add-ons, and integrations.

15. Non-Solicitation

- 15.1. You promise not to try to hire one of our employees and we promise not to try to hire any of yours for 1 year from termination of this agreement.

16. Force Majeure

- 16.1. Neither party will be liable for any breaches of the obligations set out in this agreement that are a direct result of forces beyond its control. Should there be such a breach, each party will notify the other within a reasonable amount of time.

- 16.2. Forces considered under this section include, but are not limited to fires, strikes (of its own or other employees), insurrection or riots, embargos, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials and requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 16.3. As stated in clause 4.3.3, if either party defaults on this agreement for more than 4 weeks, the other party can terminate this agreement, with no liability on either side. The exception is non-payment as previously outlined.

17. Contract

- 17.1. We agree to provide the OpenCRM system on a monthly, annually or 24 month subscription basis. You agree, by eSigning or signing the Sales Order, and we agree, by sending the Invoice, to abide by these terms and conditions as it relates to OpenCRM including contract periods. This contract starts from our authorised Invoice date. Subscriptions will automatically renew at the same term as the original contract period unless 60 days notice is received (see notices).
- 17.2. If, at any time, either you or we decide to waive or otherwise not enforce your/our rights to one aspect of this agreement, the entirety of the agreement still stands as binding.
- 17.3. If one part of this agreement is judged illegal or unenforceable, the rest of the agreement is still binding.
- 17.4. Neither party will assign or transfer any of the rights or responsibilities in this agreement without written consent from the other.
- 17.5. For delivery of documents please see section 9: Notices.
- 17.6. This document represents the contractual agreement between you and us relating to the items in the attached Sales Order. It replaces any previous agreement.
- 17.7. We periodically update these Terms and Conditions of Supply to make sure we adhere to any updates in the law or our circumstances. A current list of amendments can be found on our website:
<http://www.opencrm.co.uk/terms-conditions-summary-changes>
- 17.8. The headings used in this agreement are for ease of reference only.
- 17.9. These Terms of Supply shall be governed by the Laws of England and both parties submit to exclusive jurisdiction of the English Courts.