



Software as a Service Agreement for

Bibliocloud

Prepared by Emma Barnes, CEO, General Products Ltd

emma@bibliocloud.com

07554 885 365

DATE: [GP.Date]

PARTIES:

(1) GENERAL PRODUCTS LIMITED, a company incorporated in England and Wales (registration number 07800041) having its registered office at 4 Copthall House, Station Square, Coventry, West Midlands CV1 2FL and its office address at Chiltern House, Thame Road, Haddenham HP17 8BY (the "Provider"); and

(2) [Client.Company], a company incorporated in [Client.Country] (registration number [Client.reg_no]) having its registered office at [Client.Address] (the "Customer").

BACKGROUND:

The Provider operates the Application and provides the Support Services, and the Customer wishes to be granted access to the Application and to receive the Support Services, on the terms of this Agreement.

AGREEMENT:

1. Definitions and interpretation

1.1 In this Agreement:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;



“Agreement” means this software as a service agreement (including the Schedules) and any amendments to it from time to time;

“Application” means the software known as Bibliocloud that is owned and operated by the Provider, and that will be made available to the Customer as a service via the internet under this Agreement;

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 09:00 and 17:00 London time on a Business Day;

“Change” means any change to the terms of this Agreement;

“Charges” means the amounts payable by the Customer to the Provider under or in relation to this Agreement (as set out in Schedule 3);

“Confidential Information” means the Customer Confidential Information and the Provider Confidential Information;

“Control” means the legal power to control (directly or indirectly) the management of an entity (and “Controlled” will be construed accordingly);

“Customer Confidential Information” means

(a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider during the Term that is marked as “confidential”, described as “confidential” or should have been understood by the Provider at the time of disclosure to be confidential;

(b) the financial terms and conditions of this Agreement;

(c) the Customer Materials.

“Customer Indemnity Event” has the meaning given to it in Clause 13.1;

“Customer Materials” means all works and materials:



(a) uploaded to, stored on, processed using or transmitted via the Application by or on behalf of the Customer or by any person or application or automated system using the Customer's account; an

(b) otherwise provided by the Customer to the Provider in connection with this Agreement;

"Customer Representatives" means the person or persons identified as such in Schedule 1;

"Customisations" means customisations to the Application that the Provider and Customer agree the Provider will produce on behalf of the Customer;

"Defect" means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Application, but excluding any defect, error or bug caused by or arising as a result of:

(a) an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents, suppliers or sub-contractors; or

(b) an incompatibility between the Application and any other system, application, program or software not specified as compatible in Schedule 1;

"Documentation" means the documentation produced by the Provider and made available on the Application to the Customer specifying how the Application should be used;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);



"Minimum Term" means the period specified as such in Schedule 1;

"Permitted Purpose" means the management of product publishing data and processes;

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Provider Confidential Information" means:

(a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Provider to the Customer that is marked as "confidential", described as "confidential" or should have been understood by the Customer at the time of disclosure to be confidential;

(b) the terms and conditions of this Agreement;

"Provider Representatives" means the person or persons identified as such in Schedule 1;

"Representatives" means the Customer Representatives and the Provider Representatives;

"Schedule" means a schedule attached to this Agreement;

"Services" means all the services provided or to be provided by the Provider to the Customer under this Agreement, including the Support Services;

"Support Services" means support and maintenance services provided or to be provided by the Provider to the Customer in accordance with Schedule 2;

"Term" means the term of this Agreement; and

"Upgrades" means new versions of, and updates to, the Application, whether for the purpose of fixing an error, bug or other issue in the Application or enhancing the functionality of the Application.

1.2 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and



(b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of this Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of this Agreement.

2. Term

This Agreement will come into force on the Effective Date and will continue in force indefinitely, unless terminated in accordance with Clause 17.

3. The Application

3.1 The Provider will make available the Application to the Customer by setting up an account for the Customer on the Application or provisioning a new instance with an account of the Application, according to the description of service in Schedule 1, and providing to the Customer login details for that account as soon as practicable following the Effective Date.

3.2 Subject to the limitations set out in Clause 3.3 and the prohibitions set out in Clause 3.4, the Provider hereby grants to the Customer a non-exclusive licence to use the Application for the Permitted Purpose via a modern, standards-compliant web browser in accordance with the Documentation during the Term.

3.3 The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:

(a) the Application must not be used at any point in time by anyone other than the named users specified in Schedule 1, providing that the Customer may add or remove named user licences in accordance with the procedure set out therein;

(c) the Application may only be used by the employees, agents and sub-contractors of the Customer and:

(i) where the Customer is a company, the Customer's officers;

(ii) where the Customer is a partnership, the Customer's partners; and



(iii) where the Customer is a limited liability partnership, the Customer's members;

(d) the Customer must comply at all times with the terms of the acceptable use policy set out in Schedule 4, and must ensure that all users of the Application agree to and comply with the terms of that acceptable use policy.

3.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the licence granted by the Provider to the Customer under this Clause 3 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Application or allow any unauthorised person to access or use the Application;

(b) the Customer must not frame or otherwise re-publish or re-distribute the Application;

(c) the Customer must not alter or adapt or edit the Application;

3.5 For the avoidance of doubt, the Customer has no right to access the object code or source code of the Application, either during or after the Term.

3.6 All Intellectual Property Rights in the Application shall, as between the parties, be the exclusive property of the Provider.

3.7 The Customer shall ensure that no unauthorised person will or could access the Application using the Customer's account.

3.8 The Customer must not use the Application in any way that causes, or may cause, damage to the Application or impairment of the availability or accessibility of the Application, or any of the areas of, or services on, the Application.

3.9 The Customer must not use the Application:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.



Clause 4 has been deleted.

5. Support Services and Upgrades

5.1 During the Term the Provider will provide the Support Services to the Customer, and may apply Upgrades to the Application, in accordance with the service level agreement set out in Schedule 2.

5.2 The Provider may sub-contract the provision of any of the Support Services without obtaining the consent of the Customer.

6. Customisations

6.1 From time to time the Provider and the Customer may agree that the Provider will customise the Application in accordance with a specification agreed using the Change control procedure set out in Clause 11.

6.2 From the date when a Customisation is first made available to the Customer, the Customisation shall form part of the Application under the Agreement, and accordingly from that date the Customer's rights to use the Customisation shall be governed by Clause 3.

6.3 The Customer acknowledges that the Provider may make any Customisation available to its other Customers at any time following the making available of that Customisation to the Customer.

6.4 All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of the Provider.

6.5 The Customer will provide the Provider with:

(a) such access to the Customer's computer systems and such other co-operation as is required by the Provider (acting reasonably) to enable the performance by the Provider of its obligations under this Clause 6;

(b) all information and documents required by the Provider (acting reasonably) in connection with the performance by the Provider of its obligations under this Clause 6; and

(c) any legal, accountancy or taxation advice reasonably required to ensure the compliance of



the Customisations with applicable laws, regulations and standards.

6.6 The Customer will be responsible for procuring any third party co-operation reasonably required by the Provider to enable the Provider to fulfil its obligations under this Clause 6.

7. Management

7.1 The Customer will ensure that all instructions in relation to this Agreement will be given by a Customer Representative to a Provider Representative, and the Provider:

(a) may treat all such instructions as the fully authorised instructions of the Customer; and

(b) will not comply with any other instructions in relation to this Agreement without first obtaining the consent of a Customer Representative.

7.2 The parties will hold contract management meetings at a location or by telephone or via the internet at the reasonable request of either party.

7.3 A party requesting a contract management meeting to be held will give to the other party at least 10 Business Days' notice of the meeting.

7.4 Wherever necessary to enable the efficient conduct of business, the Customer will be represented at a contract management meeting by at least one Customer Representative and the Provider will be represented at a contract management meeting by at least one Provider Representative.

8. Customer Materials

8.1 The Customer grants to the Provider a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Application for the purposes of operating the Application, providing the Services, fulfilling its other obligations under this Agreement, and exercising its rights under this Agreement.

8.2 Subject to Clause 8.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.

8.3 The Customer warrants and represents to the Provider that the Customer Materials, and their use by the Provider in accordance with the terms of this Agreement, will not:



- (a) breach any laws, statutes, regulations or legally-binding codes;
 - (b) infringe any person's Intellectual Property Rights or other legal rights; or
 - (c) give rise to any cause of action against the Provider or the Customer or any third party,
- in each case in any jurisdiction and under any applicable law.

8.4 Where the Provider reasonably suspects that there has been a breach by the Customer of the provisions of this Clause 8, the Provider may:

- (a) delete or amend the relevant Customer Materials; and/or
- (b) suspend any or all of the Services and/or the Customer's access to the Application while it investigates the matter.

8.5 Any breach by the Customer of this Clause 8 will be deemed to be a material breach of this Agreement for the purposes of Clause 17.

9. Deleted.

10. Charges

10.1 The Provider will issue invoices for the Charges to the Customer in accordance with the provisions of Schedule 3.

10.2 The Customer will pay the Charges to the Provider within 30 days of the date of issue of an invoice issued in accordance with Clause 10.1.

10.3 All Charges stated in or in relation to this Agreement are stated exclusive of VAT, unless the context requires otherwise. VAT will be payable by the Customer to the Provider in addition to the principal amounts according to the VAT status of the Provider as notified by the Provider to the Customer from time to time.

10.4 Charges must be paid by bank transfer.



10.5 If the Customer does not pay any amount properly due to the Provider under or in connection with this Agreement, the Provider may:

- (a) charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate of HSBC Bank Plc from time to time (which interest will accrue daily and be compounded quarterly); or
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

10.6 The Provider may suspend access to the Application and the provision of the Services if any amounts due to be paid by the Customer to the Provider under this Agreement are overdue.

11. The Provider uses the following change control procedure

1. We record feature requests, from clients and from our own investigations and planning
2. We assess requests for fit and value
3. We plan the feature developments, and communicate them via our monthly client newsletter
4. We build and test the features
5. We implement the feature, and communicate them via our monthly client newsletter
6. We close the feature development

12. Warranties

12.1 The Customer warrants and represents to the Provider that it has the legal right and authority to enter into and perform its obligations under this Agreement.

12.2 The Provider warrants to the Customer:

- (a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;
- (b) that it will perform its obligations under this Agreement with reasonable care and skill;
- (c) that the Application will perform substantially in accordance with the Documentation (subject to any Upgrades and Customisations);



12.3 The Customer acknowledges that:

- (a) complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Application will be wholly free from such defects, errors and bugs;
- (b) the Provider does not warrant or represent that the Application will be compatible with any application, program or software not specifically identified as compatible in Schedule 1; and
- (c) the Provider will not and does not purport to provide any legal, taxation or accountancy advice under this Agreement or in relation to the Application and (except to the extent expressly provided otherwise) the Provider does not warrant or represent that the Application will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

12.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

13. Indemnities

13.1 Subject to the Provider's compliance with Clause 13.2, the Customer will indemnify and will keep indemnified the Provider against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid upon legal advice in settlement of any disputes) suffered or incurred by the Provider and arising as a result of any breach by the Customer of Clause 8.3 (a "Customer Indemnity Event").

13.2 The Provider will:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer reasonable assistance in relation to the Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Customer Indemnity Event; and



(d) not admit liability in connection with the Customer Indemnity Event or settle the Customer Indemnity Event without the prior written consent of the Customer.

14. Limitations and exclusions of liability

14.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in the Agreement:

- (a) are subject to Clause 14.1;
- (b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
- [(c) will not limit or exclude the liability of the parties under the express indemnities set out the Agreement.

14.3 The Provider will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

14.4 The Provider will not be liable for any loss of business, contracts or commercial opportunities.

14.5 The Provider will not be liable for any loss of or damage to goodwill or reputation.

14.6 The Provider will not be liable in respect of any loss or corruption of any data, database or software.



14.7 The Provider will not be liable in respect of any special, indirect or consequential loss or damage.

14.8 The Provider will not be liable for any losses arising out of a Force Majeure Event.

14.9 The Provider's liability in relation to any event or series of related events will not exceed the total amount paid and payable by the Customer to the Provider under the Agreement during the 3 month period immediately preceding the event or events giving rise to the claim.

14.10 The Provider's aggregate liability under the Agreement and any collateral contracts will not exceed the total amount paid and payable by the Customer to the Provider under the Agreement.

15. Data protection

15.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

16. Confidentiality and publicity

16.1 The Provider will:

(a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 16;

protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care

16.2 The Customer will:

(a) keep confidential and not disclose the Provider Confidential Information to any person save as expressly permitted by this Clause 16;

(b) protect the Provider Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.



16.3 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

16.4 The obligations set out in this Clause 16 shall not apply to:

(a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);

(b) Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer, and Provider Confidential Information that is in possession of the Customer prior to disclosure by the Provider;

(c) Customer Confidential Information that is received by the Provider, and Provider Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information; or

(d) Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

17. Termination

17.1 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:

(a) commits any material breach of any term of this Agreement, and:

(i) the breach is not remediable; or

(ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so;

17.2 Either party may terminate this Agreement immediately by giving written notice to the other party if:



(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

17.3 Either party may terminate this Agreement by giving at least six months written notice of termination to the other party.

17.4 Deleted

17.5 The Provider may terminate this Agreement by giving written notice of termination to the Customer in the event that the parties cannot reasonably agree on any Change request made in accordance with Clause 11.

17.6 The Provider may terminate the Agreement immediately by giving written notice of termination to the Customer where the Customer fails to pay to the Provider any amount due to be paid under the Agreement by the due date.



18. Effects of termination

18.1 Upon termination of this Agreement, all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 4.4, 10.5, 13, 14, 16.1 to 16.4, 18 and 21.

18.2 Termination of this Agreement will not affect either party's accrued liabilities and rights as at the date of termination.

18.4 Subject to Clause 18.5, within 30 days following the termination of this Agreement, the Customer will:

(a) return to the Provider or dispose of as the Provider may instruct all documents and materials containing Provider Confidential Information; and

(b) irrevocably delete from its computer systems all Provider Confidential Information.

The Provider will:

(a) return to the Customer or dispose of as the Customer may instruct all documents and materials containing Customer Confidential Information; and

(b) irrevocably delete from its computer systems all Customer Confidential Information.

18.5 A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination of this Agreement if:

(a) that party is obliged to retain such document by any law or regulation or other rule enforceable against that party; or

(b) the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to the party retaining the document.

18.6 Upon termination of this Agreement, upon request, the Provider will return securely to the Customer all data held by the Provider via a Heroku Dataclip.



19. Notices

19.1 Any notice given under this Agreement must be in writing (whether or not described as “written notice” in this Agreement) and must be delivered personally, sent by post, or sent by fax or email for the attention of the relevant person, and to the relevant address or fax number or email address given below (or as notified by one party to the other in accordance with this Clause).

The Provider
Emma Barnes,
CEO,
General Products Ltd,
Chiltern House,
Thame Road
Haddenham HP17 8BY
emma@bibliocloud.com

The Customer
[Client.FirstName] [Client.LastName]
[Client.Company]
[Client.Address]

19.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice is sent by post, 48 hours after posting; and
- (c) where the notice is sent by fax or email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

20. Force Majeure Event

20.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.



20.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:

(a) forthwith notify the other; and

(b) will inform the other of the period for which it is estimated that such failure or delay will continue.

20.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

21. General

21.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

21.2 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

21.3 Nothing in this Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

21.4 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

21.5 Each party hereby agrees that the other party may freely assign any or all of its contractual rights and/or obligations under this Agreement to any Affiliate of the assigning party or any successor to all or a substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or elsewhere in this Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.



21.6 Neither party will, without the other party's prior written consent, either during the term of this Agreement or within 6 months after the date of effective termination of this Agreement, engage, employ or otherwise solicit for employment any employee, agent or contractor of the other party who has been involved in the performance of this Agreement.

21.7 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under this Agreement.

21.8 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.9 Subject to Clause 14.1:

(a) this Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.10 This Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

The parties have indicated their acceptance of this Agreement by executing it below.

EXECUTION:

SIGNED by EMMA BARNES
duly authorised for and on behalf
of the Provider

Date: [GP.Date]



SIGNED by [Client.FirstName] [Client.LastName]
duly authorised for and on behalf
of the Customer
[Client.Company]

Date: [GP.Date]

Schedule 1

Miscellaneous

Minimum Term

The Minimum Term shall be the period of [MinimumDays] days following the Effective Date.

Application

Bibliocloud is a publishing management application written in Ruby on Rails, which stores its data in a PostgreSQL database hosted in the cloud.

Description of service

Access to Bibliocloud is provided in by the provisioning of an account on the shared database service found at <https://bibliocloud.com>.

Licensing

Number of named users: [NumberOfNamedUsers]

The Customer may add or delete user licences by following the instructions in the manual. Where the Customer adds additional user licences, the Customer will be liable for additional access Charges under Schedule 3. Where the Customer deletes user licences, the access Charges under Schedule 3 shall be reduced.



Compatible software

Bibliocloud will function on the most recent version of modern browsers, namely:

Chrome

Firefox

Safari

Internet Explorer

The Customer is responsible for regularly updating their browsers to ensure they are using the most recent version. The website <http://www.whatsmybrowser.org/> can help with this task.

Representatives

Customer Representatives:

[Client.FirstName] [Client.LastName]

Provider Representatives:

Emma Barnes

CEO and developer

emma@bibliocloud.com

David Aldridge

Data Architect

david@bibliocloud.com

Timing

The application will be configured and made available by the go live date of [GoLive] in line with the project schedule provided.

Schedule 2

Service Level Agreement

1. Introduction

1.1 In this Schedule:

"New Functionality" means new functionality that is introduced to the Application by an Upgrade

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless



otherwise stated.

2. Helpdesk

2.1 The Provider will make available, during Business Hours, an email helpdesk facility for the purposes of:

- (a) assisting the Customer with the configuration of the Application;
- (b) assisting the Customer with the proper use of the Application; and/or
- (c) determining the causes of errors and fixing errors in the Application.

2.2 The Customer must make all requests for Support Services through the helpdesk, and all such requests must include at least the following information: email address, description of problem, URL where problem found, time and date problem encountered.

3. Response and resolution times

3.1 The Provider will:

- (a) use reasonable endeavours to respond to requests for Support Services made through the helpdesk; and
- (b) use reasonable endeavours to resolve issues raised by the Customer, in accordance with the following response time matrix.

Severity	Examples	Response time	Resolution
Critical	Application not available	24 hours	24 hours
Serious	Some pages not available	36 hours	36 hours
Moderate	Slow loading page	48 hours	48 hours
Minor	How to use a particular screen	120 hours	120 hours



3.2 The Provider will determine, acting reasonably, in to which severity category an issue raised through the Support Services falls.

3.3 All Support Services will be provided remotely unless expressly agreed otherwise by the Provider.

4. Limits on Support Services

4.1 Where the total person-hours spent by the Provider performing the Support Services under Paragraphs 2 and 3) during any week exceed 3 hours, with the exception of bug fixes, then:

(a) the Provider will cease to have an obligation to provide those Support Services to the Customer during that period; providing that

(b) the Provider may agree to provide additional such Support Services to the Customer during that period, but the provision of such services will be subject to payment by the Customer of additional Charges at the Provider's standard hourly rates from time to time.

4.2 The Provider shall have no obligation under this Agreement to provide Support Services in respect of any fault or error caused by:

(a) the improper use of the Application; or

(b) the use of the Application otherwise than in accordance with the Documentation.

5. Upgrades

5.1 The Customer acknowledges that from time to time during the Term the Provider may apply Upgrades to the Application, and that such Upgrades may, subject to Paragraph 5.2, result in changes to the appearance and/or functionality of the Application.

5.2 The Customer shall not be subject to any additional Charges arising out of the application of the Upgrade.

6. Uptime commitment

6.1 The Provider shall use reasonable endeavours to ensure that the Application is available at least 98% of the time during each calendar month, subject to Paragraph 8.



6.2 Application uptime shall be calculated using the following methodology: New Relic performance reporting. See <http://newrelic.com/about>

7. Back-up and restoration

7.1 Subject to Paragraph 7.2, the Provider will:

(a) make back-ups of the Customer Materials stored on the Application on a daily basis, and will retain such back-ups for at least 5 days; and

(b) at least once every 2 weeks, the Provider will arrange for the off-site storage of a current back-up of the Customer Materials stored on the Application (which will be over-written on the following off-site back-up date).

7.2 The Provider will not make back-ups of Amazon S3 materials since AWS policies provide satisfactory redundancy of 99.999999999%.

See http://aws.amazon.com/s3/faqs/#How_durable_is_Amaz...

These materials are files saved and associated with the database including .jpg cover images, .pdf AIs, .csv and .pdf listings exports.

7.3 In the event of the loss of, or corruption of, Customer Materials stored on the Application being notified by the Customer to the Provider under Paragraph 2, the Provider shall if so directed by the Customer use reasonable endeavours to restore the Customer Materials from the most recent available back-up copy.

8. Scheduled maintenance

8.1 The Provider may suspend access to the Application in order to carry out scheduled maintenance, such suspension to be for not more than 5 hours in each calendar month.

8.2 Application downtime during scheduled maintenance carried out by the Provider in accordance with this Paragraph 8 shall not be counted as downtime for the purposes of Paragraph 6.

8.3 In the event of a service breach of more than 25% downtime an agreement of 10% credit on the next calendar month will be provided to the Customer.



Schedule 3

Charges

1. Introduction

1.1 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

1.2 The Charges under the Agreement will consist of the following elements:

- (a) access Charges, in respect of access to and use of the Application;
- (b) support Charges, in respect of the Support Services; and
- (c) other Charges.

2. Access Charges

2.1 The Charges in respect of access to and use of the Application shall be made up of two elements, a fixed Charge and a variable Charge.

2.2 There are fixed charges totalling [PricingTable1.Total] billable on completion of implementation as per table 1:



TABLE 1	Price	Qty	Discount	Subtotal
<input checked="" type="checkbox"/> On site training: £700 / day Includes reasonable travel expenses	£700.00	1	0.00%	£700.00
<input checked="" type="checkbox"/> Remote training: £75 / hour	£75.00	1	0.00%	£75.00
<input checked="" type="checkbox"/> Workflow workshop Includes delivery of client's own Process Manual	£600.00	1	0.00%	£600.00
<input checked="" type="checkbox"/> Implementation Requirements gathering, analysis, ONIX migration & testing.	£600.00	1	0.00%	£600.00

Subtotal **£1,975.00**
Tax 1 (20.00%) **£395.00**
Total £2,370.00

2.3 The variable Charge will be as per table 2:

TABLE 2	Price	Qty	Discount	Subtotal
<input checked="" type="checkbox"/> Named user license: £50 / month Each named user needs a license Includes support Includes hosting, upgrades, code development, database provision, security patches and support materials.	£600.00	1	0.00%	£600.00
<input checked="" type="checkbox"/> Annual payment discount 12 months for the price of 11	-£50.00	1	0.00%	-£50.00

Subtotal **£550.00**
Tax 1 (20.00%) **£110.00**
Total £660.00



2.4 The variable Charge will be billed annually in advance.

2.5 Licenses for users added after the initial up-front payment date shall be invoiced by the Provider as per clause 2.4.

2.6 In the event of a user license being cancelled after any initial annual payment, the pro-rata license fee will be refunded. Example: if the license is cancelled in month 8, 3 months' license fee will be refunded. If the license is cancelled in month 12, no license fee will be refunded.

3. Support Charges

3.1 Support charges are included in the Charge described in 2.3.

4. Other Charges

4.1 In addition to the Charges detailed in Paragraphs 2 and 3 above, the Provider will invoice in respect of, and the Customer shall pay to the Provider:

(a) Charges payable under Paragraphs 4 and 5 of Schedule 2, if any are recorded there; and

(b) all other Charges that are agreed between the parties in writing from time to time.

4.2 Where other Charges are to be calculated by reference to an hourly or daily rate, the following rates shall apply as at the date of this Agreement: £75 per hour per developer or other resource.

5 Referral programme

5.1 The Provider will pay the Customer a "10% of revenue" referral fee for new business. For every £1,000pm of licensing that the new business provides, the Provider will pass on a credit of £100pm to the Customer. New customers can include partner universities of the Customer in or outside of the UK.

Schedule 4

Acceptable Use Policy



(1) This Policy

This Acceptable Use Policy (the “Policy”) sets out the rules governing the use of our web services available via bibliocloud.com or other Customer-specific domain name (the “Service”) and any content that you may submit to the Service (“Content”).

By using the Service, you agree to the rules set out in this Policy.

(2) General restrictions

You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service, or any of the areas of, or services on, the Service.

You must not use the Service:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(3) Licence

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, publish, adapt, translate and distribute your Content on and in relation to the Service.

(4) Unlawful and illegal material

You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

Content (and its publication on the Service) must not:

- (a) be libellous or maliciously false;



(b) be obscene or indecent;

(c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;

(d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime;

(g) be in contempt of any court, or in breach of any court order;

(h) be in breach of racial or religious hatred or discrimination legislation;

(i) be blasphemous;

(j) be in breach of official secrets legislation; or

(k) be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

(5) Data mining

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without our express written consent.

(6) Graphic material

Content must not depict violence in an explicit, graphic or gratuitous manner.

(7) Harmful software

You must not use the Service to promote or distribute any viruses, Trojans, worms, root kits,



spyware, adware or any other harmful software, programs, routines, applications or technologies.

You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

(8) Factual accuracy

Deleted

(9) Negligent advice

Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause:

(a) illness, injury or death; or

(b) any other loss or damage.

(10) Marketing and spam

Content must not constitute spam.

You must not use the Service to transmit or send unsolicited commercial communications.

You must not use the Service to market, distribute or post chain letters, ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

(11) Gambling

You must not use the Service for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

(12) Professional advice



You must not use the Service to provide any legal, financial, investment, taxation, accountancy, medical or other professional advice or advisory services.

(13) Netiquette

Content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

Content must not be grossly offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory.

Content should not cause annoyance, inconvenience or needless anxiety.

Do not flame or conduct flame wars on the Service (“flaming” is the sending of hostile messages intended to insult, in particular where the message is directed at a particular person or group of people).

Do not troll on the Service (“trolling” is the practice of deliberately upsetting or offending other users).

You must submit Content to the appropriate part of the Service.

Do not unnecessarily submit textual content in CAPITAL LETTERS.

You must at all times be courteous and polite to other Service users.

(14) Hyperlinks

You must not link to any website or web page containing material that would, were it posted on the Service, breach the preceding terms of this Policy above.

(15) Breaches of this Policy

We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

Without prejudice to this general right and our other legal rights, if you breach this Policy in any



way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- (a) delete or edit any of your Content;
- (b) send you one or more formal warnings;
- (c) temporarily suspend your access to a part or all of the Service; and/or
- (d) permanently prohibit you from using a part or all of the Service.

(16) Banned users

Where we suspend or prohibit your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

(17) Monitoring

Notwithstanding the provisions of this Policy, we do not actively monitor Content.

(18) Report abuse

If you become aware of any material on the Service that contravenes this Policy, you must notify us by email.

