



Clue SaaS Agreement

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Agreement Acceptance	
By signing below, you acknowledge that you have read and agree to the terms and conditions of this Agreement and you warrant that you are authorised to sign this Agreement.	
<div>Signed for and on behalf of:</div> <div></div>	<div>Signed for and on behalf of:</div> <div></div>
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## Clue SaaS Agreement

**TERMS AND CONDITIONS**

1	Definitions and interpretation		
1.1	The definitions and rules of interpretation in this clause apply in this Agreement.		
Agreement	the Front Sheet and the Terms and Conditions;		passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
Authorised User	any of your employees, contractors or consultants together with any employees, contractors or consultants of any authorised third party agreed between the parties and as set out in the Subscription Details;	Maintenance and Support Services	the maintenance and support services set out in clause 6 and/or the Subscription Details;
Business Hours	Monday to Friday 8am to 5.30pm (excluding Bank Holidays in England)	Personal Data	has the meaning given to that term in the Data Protection Laws in force from time to time;
Commencement Date	the date of signature of this Agreement;	Professional Services	the services set out in the section headed "Professional Services" in the Front Sheet and any additional professional services set out in a PS Order;
Contract Year	each successive period of 12 months from the Effective Date;	PS Order	any order agreed between the parties for additional Professional Services;
Data Processing Details	the details set out in the section headed "Data Processing" in the Front Sheet;	PS Fee	the fee payable for the provision of Professional Services as set out in the Front Sheet and/or a PS Order;
Data Protection Laws	the GDPR (and any legislation implemented in connection with the GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time and any other applicable laws relating to the processing of Personal Data;	Services	together, the Maintenance and Support Services and the Professional Services;
Documentation	the user documentation for the Software, including all training and know-how materials, in all cases as updated from time to time;	Term	the period from the Commencement Date until the expiry of the term set out in the Subscription Details;
Effective Date	the date set out in the Subscription Details;	Terms and Conditions	these terms and conditions.
Feedback	any feedback, suggestions or requests that you provide to us regarding the Software;	Software	the computer programs and software listed in the Subscription Details and any updates made during this Agreement along with all Feedback;
Fees	the Subscription Fee and the PS Fee;	Subscription Details	the details set out in the section headed "Subscription Details" in the Front Sheet;
Front Sheet	the front sheet attached to these Terms and Conditions;	Subscription Fee	the fee payable, as set out in the Subscription Details, for access to the Software in accordance with clause 3 and the Maintenance and Support services..
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;	1.2	Unless the context otherwise requires:
Hosting Details	the details set out in the section headed "Hosting Details" in the Front Sheet;	1.2.1	words in the singular shall include the plural and in the plural shall include the singular;
Insolvency Event	if a party: <ul style="list-style-type: none"> <li>a) makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or</li> <li>b) has a security holder take possession, or a receiver or administrative receiver appointed, over all or any material part of its property or assets; or</li> <li>c) has anything analogous to any of the foregoing occur under the law of any jurisdiction; or</li> <li>d) ceases to carry on business.</li> </ul>	1.2.2	A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
		1.2.3	a reference to one gender shall include a reference to the other genders; and
		1.2.4	any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for	1.3	In the case of conflict or ambiguity between any provision contained in the Terms and Conditions and any provision contained in the Front Sheet, the provision in the Terms and Conditions shall take precedence.

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2	Approved Representatives		
2.1	You warrant that those individuals who are named as approved representatives for particular purposes (Approved Representatives) in the list of approved representatives that you provide to us are authorised to conduct the activities for which they are named as Approved Representatives.	6.2	a) upgrades to all maintenance releases; and b) upgrades to new version releases.
2.2	In particular, but without limitation, you warrant that the Approved Representatives named for the purposes of signing this Agreement are authorised to enter into and bind you to this Agreement.	6.2.1	Support Services We shall make available, during our Business Hours, an email and telephone support facility for the purposes of: a) assisting you with the configuration and proper use of the Software; and/or b) determining the causes of any errors and using reasonable endeavours to fix errors in the Software.
2.3	You must inform us immediately of any change in identity of any Approved Representative(s).	6.2.2	You and/or your Authorised Users shall request Support Services by contacting our helpdesk at the details below: <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1.2em;"></div>
3	Access to the Software		
3.1	In consideration of payment of the Subscription Fee, we grant to you and your Authorised Users a non-exclusive, non-transferable, non-sub-licensable right to access and use the Software and the Documentation for the internal business purposes of you and any authorised third parties named in the Subscription Details, for the Term and in accordance with the Subscription Details.	6.2.3	Each request for Support Services shall include a description of the problem and the start time of the incident.
3.2	You shall ensure that all Authorised Users comply with the terms of this Agreement and you shall be liable in respect of any breach of the terms of this Agreement by any Authorised User. We shall be entitled to recover losses suffered as a result of any such breach as if the breach had been committed by you.	6.2.4	The Support Services shall not include: a) support for third party applications; b) support for any operating system on your platform; or c) support for any of your hardware.
3.3	You shall ensure that the number of Authorised Users does not exceed the number set out in the Subscription Details without our prior written consent	6.2.5	You shall provide us with: a) prompt notice of any issues; and b) such output and other data, documents, information, assistance and remote access as reasonably necessary to assist us to respond to the request for Support Services.
3.4	We shall use reasonable endeavours to provide or make available the Software to you within a reasonable period of time after the Commencement Date or by such date as agreed between the parties.	6.3	Feedback
4	Duration	6.3.1	You acknowledge that the Software is an off the shelf product and we do not carry out any bespoke development for any of our clients.
4.1	This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, for the Term. The parties may agree in writing to renew this Agreement either on the same terms or on such revised terms as may be agreed in writing between the parties.	6.3.2	We encourage all of our clients to provide us with Feedback. If you provide any Feedback, we will seek, at our discretion, to take such Feedback into account in future maintenance and/or new version releases in accordance with clause 6.1. We are under no obligation to take any Feedback into account and you acknowledge that all Intellectual Property Rights in Feedback and any resulting changes to the Software belong to us in accordance with clause 14.1.
5	Availability	7	Professional Services
5.1	The Software will be made available 24 hours a day, 7 days a week with 99.9% up time, except for:	7.1	We shall provide Professional Services (if applicable) in accordance with the section headed "Professional Services" in the Front Sheet and/or a PS Order.
5.1.1	planned maintenance carried out outside of our Business Hours; and		
5.1.2	unscheduled maintenance, provided that we have used reasonable endeavours to give you at least 4 hours' notice in advance.	7.2	During the Term, we may agree with you the provision of additional Professional Services which shall be agreed between the parties and shall be as set out in a PS Order. The PS Order shall set out the scope of the additional Professional Services and the applicable PS Fee. Any PS Order that you and we agree will be subject to these Terms and Conditions.
6	Maintenance and Support Services		
6.1	Maintenance Services		
6.1.1	The Maintenance Services shall include:		

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8	Provision of Services			behalf. If this is the case, a description of the Personal Data and processing activities is set out in the Data Processing Details.
8.1	We shall provide the Services using reasonable skill and care in a professional manner and using appropriately qualified personnel.	11.2		To the extent that we process Personal Data on your behalf in the course of providing the Software and/or the Services:
8.2	You shall provide us with all information, documentation and assistance we require to enable us to perform the Services.	11.2.1		each party warrants that it will comply with Data Protection Laws;
9	Fees	11.2.2		you warrant that any Personal Data transferred to us is accurate, complete and up-to-date and that you have the right to allow us to process it in accordance with this Agreement;
9.1	You shall pay:	11.2.3		we shall process the Personal Data in accordance with your written instructions, and you hereby instruct us to process the Personal Data to the extent necessary to enable us to fulfil our obligations under this Agreement;
9.1.1	the Subscription Fee in accordance with the payment terms set out in the Subscription Details (together with any fees for additional Authorised Users set out in the Subscription Details, if applicable); and	11.2.4		we shall inform you if, in our opinion, any instructions that you provide to us infringe Data Protection Laws;
9.1.2	the PS Fee in accordance with the payment terms set out in the Front Sheet and/or any PS Order.	11.2.5		we shall not transfer any Personal Data to a country outside the United Kingdom or European Economic Area without your prior written consent or specific instruction to do so;
9.2	In addition to the Fees, you shall pay to all reasonable expenses we or our staff incur in the course of providing the Software and/or the Services. You shall pay such expenses within 30 days after we provide to you receipts for such expenses.	11.2.6		we shall ensure that any persons we use to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
9.3	All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which you shall be responsible.	11.2.7		you consent to us appointing the sub-processors set out in the Data Processing Details or otherwise agreed in writing between you and us. We shall give you notice of any changes to such sub-processors and a reasonable opportunity to object to such a change. If you object to a change in sub-processor, this may mean that we cannot provide all or part of the Software or the Services;
9.4	If you fail to make any payment due to us under this Agreement by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.	11.2.8		we shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, including, without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR;
10	Confidentiality	11.2.9		taking into account the nature of the data processing activities that we undertake and the information available to us, we shall provide reasonable assistance and co-operation to enable you to fulfil your obligations to respond to requests from individuals exercising their rights under Data Protection Laws;
10.1	Each party shall (and you shall procure that any Authorised Users shall), during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.	11.2.10		taking into account the nature of the data processing activities that we undertake and the information available to us, we shall notify you without undue delay and in any event within 48 hours if we become aware of any breach of security by us or by a sub-processor leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data, or if we receive any notification, complaint, notice or communication
11	Data Protection			
11.1	During the Term of this Agreement in connection with the provision of the Software and/or the Services, we may be required to process Personal Data on your			

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	which relates directly to the processing of Personal Data under this Agreement or to either party's compliance with the Data Protection Laws, and provide reasonable co-operation, information and assistance to you in relation to any such breach, complaint, notice or communication;		conditions, warranties or other terms as to satisfactory quality and fitness for purpose.
		13	Limits of liability
		13.1	Subject to clause 13.2:
11.2.11	taking into account the nature of the data processing activities we undertake and the information available to us, we shall provide reasonable assistance to you with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Laws, provided that the scope of such assistance shall be agreed between you and us in advance and you shall pay our reasonable costs incurred in providing such assistance;	13.1.1	neither party shall in any circumstances have any liability for any special damage, loss of profits, loss of anticipated savings, loss of business opportunity, loss of goodwill, or loss or corruption of data, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever; and
11.2.12	on termination of this Agreement, as agreed between the parties, we shall securely delete or return to you all Personal Data and delete all existing copies of the Personal Data except to the extent we are required to retain copies of the Personal Data to comply with applicable laws;	13.1.2	each party's total liability to the other, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fees paid in the relevant Contract Year.
11.2.13	we shall make available to you all information reasonably necessary to demonstrate compliance with our obligations under this clause 11 and allow for and contribute to audits, including inspections, conducted by you or your authorised representatives, provided that such audit shall take place at your cost, no more than once per year (unless mandated by a relevant regulator), within normal business hours and on reasonable notice, with minimal disruption to our business and subject to appropriate confidentiality undertakings; and	13.2	The exclusions in clause 12.1 and clause 13.1 shall apply to the fullest extent permissible at law, but neither party excludes liability for:
		13.2.1	death or personal injury caused by our negligence or that of our officers, employees, contractors or agents;
		13.2.2	fraud or fraudulent misrepresentation;
		13.2.3	breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
		13.2.4	any other liability which may not be excluded by law.
		14	Intellectual property rights
11.2.14	we shall include in all contracts with sub-processors provisions that are substantially equivalent to those set out in this clause 11.2 and remain liable to you for any acts or omissions of our sub-processors.	14.1	All Intellectual Property Rights in the Software, the Documentation and any Feedback are and remain vested in us and you hereby assign all Intellectual Property Rights in any Feedback to us. You and any Authorised Users shall have no rights in or to the Software or the Documentation other than the right to use it in accordance with the terms of this Agreement.
12	Warranties	14.2	We will defend you or, at our option, settle any claim or action brought against you alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party (Claim) and we shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Claim. Clause 14.2 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by you other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied or specified by us if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.
12.1	We warrant that:		
12.1.1	we have the right to enter into this Agreement and to grant you and your Authorised Users a right to access and/or use the Software as set out in this Agreement;		
12.1.2	the Software will conform in all material respects to the description in the Front Sheet; and		
12.1.3	to the extent that we provide access to the Software we will use industry standard anti-virus and information security methods in respect of the Software.		
12.2	Each party warrants that it will comply with all applicable laws and regulations applicable to this Agreement.		
12.3	Subject to clauses 12.1 and 12.2, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded, including the implied		

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14.3	If any third party makes a Claim, or notifies an intention to make a Claim against you, our obligations under clause 14.2 are conditional on you:	15.2	Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
14.3.1	as soon as reasonably practicable, giving written notice of the Claim to us, specifying the nature of the Claim in reasonable detail;	15.3	Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
14.3.2	not making any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);	15.4	On termination for any reason:
14.3.3	giving us and our professional advisers access at reasonable times (on reasonable prior notice) to your premises and your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and	15.4.1	all rights granted to you and any Authorised Users under this Agreement shall cease;
14.3.4	subject to us providing security to you to your reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as we may reasonably request to avoid, dispute, compromise or defend the Claim.	15.4.2	you shall, and shall procure that any Authorised Users shall, cease all use of the Software;
14.4	If any Claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:	15.4.3	you shall immediately pay to us any sums due to us under this Agreement; and
14.4.1	procure for you the right to continue to use the Software (or any part thereof) in accordance with the terms of this Agreement;	15.4.4	you shall, and shall procure that any Authorised Users shall, immediately destroy or return to us (at our option) all copies of the Software then in your or its possession, custody or control and, in the case of destruction, certify to us that you have, and/or all Authorised Users have, done so.
14.4.2	modify the Software so that it ceases to be infringing;	16	Waiver
14.4.3	replace the Software with non-infringing software; or	16.1	No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
14.4.4	terminate this Agreement immediately by notice in writing and refund any of the Fees paid as at the date of termination (less a reasonable sum in respect of your use of the Software to the date of termination) on return of the Software and all copies thereof.	17	Entire agreement
14.5	This clause 14 constitutes your exclusive remedy and our only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 13.1.	17.1	This Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. By accepting this Agreement you are also accepting (if any) all third party hosting terms and conditions which are referenced in the Front Sheet under the section headed "Hosting Details".
15	Termination	18	Variation
15.1	Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:	18.1	No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
15.1.1	the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;	19	Severance
15.1.2	the other party (or, in our case, any Authorised User) commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or	19.1	If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-
15.1.3	the other party suffers an Insolvency Event.		

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	provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.		where applicable, any arbitration or other method of dispute resolution.
20	Counterparts	25	Governing law and jurisdiction
20.1	This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.	25.1	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
21	Third-party rights	25.2	The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
21.1	Except as otherwise provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.	26	Anti-Bribery
22	Assignment and other dealings	26.1	We shall:
22.1	Neither party may:	26.1.1	comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including to the Bribery Act 2010 ("Relevant Requirements");
22.1.1	sub-license, assign or novate the benefit or burden of this Agreement in whole or in part; or	26.1.2	have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
22.1.2	deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party.	26.1.3	promptly report to you any request or demand for any undue financial or other advantage of any kind received by us in connection with the performance of this Agreement.
23	Force majeure		
23.1	Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.		
24	Notices		
24.1	Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:		
24.1.1	delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or		
24.1.2	sent by email to a pre-notified email address.		
24.2	Any notice shall be deemed to have been received:		
24.2.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;		
24.2.2	if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.		
24.2.3	if sent by email, at 9.00 am on the next Business Day after transmission provided no non-delivery message is received.		
24.3	This clause does not apply to the service of any proceedings or other documents in any legal action or,		