



Adding Value to Your Business

# Terms and Conditions of Supply

Software Add-ons Limited – The Home of OpenCRM

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# 1. Contract Agreement

- 1.1 "We", (and "Us", "Our") means Software Add-ons Limited – The Home of OpenCRM registered in England and Wales #05387424. "You", (and "Your") means the legal entity as listed on the Sales Order.
- 1.2 When You eSign or otherwise send Us a signed Sales Order this shows that You agree to the terms of this Agreement. Signatories should be authorised representatives of Your organisation.
- 1.3 Under this Agreement and by sending You Our Invoice We agree to supply Your OpenCRM system to You, and associated Services, as specified in the Sales Order, for the prices and contract period shown in the Sales Order; and You agree to pay the listed fee by the due date on the Invoice.
- 1.4 We agree to process Your Data under Our Data Processing Agreement See section 5 : Data Processing

# 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, where necessary, 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 'pay monthly', 12 months or 24 months.
- 2.5. On the 12<sup>th</sup> June 2017 Our Prices changed to a 'per user' price to include premium support. From 1<sup>st</sup> April 2023 existing subscribers will be switched to the new pricing.
- 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, and, in the case of 'pay monthly' subscriptions, only on receipt of 60 days written notice, We do not process refunds for annual payments or unused subscriptions.

## 3. Making Payments

- 3.1. We will send Invoices to Your primary listed Contact or Your designated accounts email Contact, these Invoices will be due immediately unless other terms have been agreed in writing.
- 3.2. Invoices are typically raised on the same day as the Sales Order is signed.
- 3.3. 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 1<sup>st</sup>, 7<sup>th</sup>, 14<sup>th</sup>, 18<sup>th</sup> or 23<sup>rd</sup> of each month. Quarterly & annual subscriptions will be invoiced separately and may be taken by credit card or direct debit unless You ask Us not to. We reserve the right to take outstanding balances using live mandates for direct debit or credit cards (we are a member of the Direct Debit Guarantee Scheme).
- 3.4. 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 'statutory Interest'.
- 3.5. If You have a Payment Dispute We promise to deal with this quickly. We take direct debits under the Direct Debit Guarantee Scheme and credit card transactions are processed through Our credit card partner (stripe.com) and any disputes are managed through their Dispute Resolution procedure. Both schemes offer an immediate refund to You during the investigation process.
- 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 on 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 this Agreement 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 We give You 60 days written notice.
    - 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 Your OpenCRM system will be returned to You free of charge as a MySQL backup file or compressed folder in the case of documents. Unless We are otherwise instructed by You in accordance with Clause 4.3.6, Your 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 Your data available.
    - 4.3.6. On Termination of this Agreement for any reason and following return of Your data to You under Clause 4.3.5, We promise to remove and destroy all copies of Your Business Personal Data (as defined in section 5 of this Agreement) from Our systems and from Your OpenCRM system, including all Your Employee Personal Data where this is not reasonably required under legal or regulatory requirements.
  - 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. Unless We are otherwise instructed by You in accordance with Clause 4.4.3, Your 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 Your data available.
- 4.4.3. On Cancellation of this Agreement for any reason and following return of Your data to You under Clause 4.4.2, We promise to remove and destroy all copies of Your Business Personal Data (as defined in section 5 of this Agreement) from Our systems and from Your OpenCRM system, including all Your Employee Personal Data (as defined in section 5 of this Agreement) where this is not reasonably required under legal or regulatory requirements.
- 4.4.4. You can start the Cancellation process by emailing [goodbye@opencrm.co.uk](mailto:goodbye@opencrm.co.uk).
- 4.4.5. 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. Data Processing

- 5.1. For the purposes of the terms of this Agreement, “Personal Data” means any information relating to an identified or identifiable natural person that is processed by Us as a result of, or in connection with, the provision of Your OpenCRM system under this Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

We operate within the framework of the Data Protection Act 2018 (DPA 2018) and comply with the General Data Protection Regulations 2021 (GDPR 2021), in this respect You are the Data Controller for any data held in your OpenCRM system. We are a Data Processor in so much as Our systems are used to process data and We may need to assist You in the day to day support of Your OpenCRM system.

- 5.2. Business Personal Data. On Your behalf, as a Data Processor under GDPR 2021 of Personal Data held within Your OpenCRM system, We will store and process, within Your OpenCRM system, Personal Data relating to identifiable natural persons who are Your customers and Your other business contacts (Your “Business Personal Data”). The types of Business Personal Data that We will store and process for You may include person names, business

organisation names, business addresses, business email addresses, phone numbers, copies of emails, and records and dates of other inter-company communications between You and Your customers and other business contacts, etc. We promise not to Sell, Rent or Gift any of Your data including any Business Personal Data. We will never use, share or transmit any of Your Business Personal Data without your express written permission.

- 5.3. Employee Personal Data. We retain Personal Data about Your employees, (Your "Employee Personal Data"), we do this within Our internal systems, Your adding of a new user to Your OpenCRM system automatically updates Our OpenCRM system with this Employee Personal data. We promise not to Sell, Rent or Gift any data including any Employee Personal Data. We only use or share relevant Employee Personal Data where it is specifically necessary for the delivery of Your OpenCRM system to You. Your Employee Personal Data that we no longer require to hold will be erased by Us 2 years after its last reasonable use.
- 5.4. Definitions for "Process/Processing/Processed, Data Controller, Data Processor, Data Subject, Special Categories of Personal Data, Sub Processor" or other references not included in this agreement shall have the same meaning as in the EU General Data Protection Regulation (GDPR 2021).
- 5.5. This Agreement with the accompanying Sales Order represents Your instruction to Us under GDPR 2021 to store and process Your Personal Data only insofar as is necessary to provide You with Your OpenCRM system and only insofar as is necessary to fulfil the agreed Services (configuration, training, support, etc.) as per the Sales Order. We will not process Your Personal Data held in Your OpenCRM system for any other purpose.
- 5.6. We maintain appropriate technical and operational measures, internal controls, and data security routines intended to protect Your data against accidental loss or change, unauthorised disclosure or access, or unlawful destruction. We are not responsible for the security of any data stored on any portable or mobile device owned or controlled by You, Your customers or any other service users.
- 5.7. We use third-party services and deliver these services to You, these will be Sub Processors under GDPR. This can include external data storage, network systems and clustered bulk email services. You authorise Us to appoint Sub Processors so long as their data processing is not substantially less than Our agreement with You as set out in this agreement.
- 5.8. You may use services from Us that integrate Your data with other systems, these may include accounting data transfers, record synchronisation, API (Application Programming Interface), webhooks, file transfer or other. This data is deemed as being processed once it has left Our platform and therefore becomes Your responsibility as Data Controller.

- 5.9. If either You or We receive information suggesting that Your Personal Data was incorrectly processed or unlawfully accessed, used or disclosed, or that either of Us was non-compliant in relation to the DPA 2018 or GDPR 2021, or suggesting that there is any material cause for concern about the security of Your Personal Data, We will inform You within 24 hours and You will inform Us within 24 hours of this being detected.
- 5.10. In the event of a breach in accordance with Clause 5.9, We will take all reasonable and immediate steps necessary or desirable to investigate, mitigate, and remediate the effects of the breach and shall cooperate with you in a reasonable way during this process.
- 5.11. We will not transfer Your Business Personal Data (including Your Personal Data) held in Your OpenCRM system outside the jurisdiction where Your data is stored (EU & United Kingdom) without prior written consent from You.
- 5.12. Should You make a reasonable request to amend or remove Your Personal Data from Our system, We will do so in a reasonable time and in any event within 28 days of Your request.
- 5.13. If You would like a copy of the Personal Data We hold for You in Our OpenCRM system, You simply need to make this request in writing and We will provide this within a reasonable time and in any event within 28 days of Your request.
- 5.14. Similarly, You are entitled to request information relating to how We process Your Personal Data and We will provide this within a reasonable time and in any event within 28 days of Your request.
- 5.15. We will assist You where reasonable to meet Your GDPR 2021 obligations to provide individual persons with access to their Personal Data stored in Your OpenCRM system and to exercise their rights under GDPR 2021.
- 5.16. We are a Data Controller under GDPR 2021 in respect of data held in Our OpenCRM and other systems. We will assist You in meeting Your GDPR 2021 obligations in relation to the security of processing Your Personal Data, in relation to the notification to You and to supervisory authorities as required of any breaches of Your Personal Data, and where reasonable with regard to data protection impact assessments.
- 5.17. The audit log within OpenCRM records processing activities including when We access any of Your Business Personal Data, You can report upon this activity within Your OpenCRM system.
- 5.18. We will cooperate with supervisory authorities, such as the UK government's Information Commissioner's Office, as required to meet Our obligations as a data processor under GDPR 2021 and in relation to Your Personal Data, and where reasonable with Your involvement.

- 5.19. We will submit to audits by authorised authorities where reasonable and provide You with the relevant information You need to ensure You are meeting Your GDPR 2021 obligations in relation to Your Personal Data, and We will tell You immediately if We are asked to do anything infringing GDPR 2021 or other data protection law of the EU or a member state unless compelled by legal precedent.
- 5.20. We will tell You if we are required by law to retain Your Personal Data, and, if so, the required retention period but only if the law enforcing agency permit Us to do so.
- 5.21. We limit email attachments including blocking file types that generally contain data. These include but are not limited to CSV, XLS, XLSX, XML, XLTX, ODS. If You wish to exchange data with Us, please upload through Our customer portal. We will make any data downloads for You available in the same way.

## 6. Web Pages & Emailing

- 6.1. Should there be any complaint about the content of any of Your web pages that We host, We may be required to disclose Your name and address.
- 6.2. 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:
  - 6.2.1. publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or unlawful material or information;
  - 6.2.2. threaten, harass, stalk, abuse, disrupt or violate the legal rights (including rights of privacy and publicity) of others;
  - 6.2.3. engage in illegal or unlawful activities;
  - 6.2.4. 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
  - 6.2.5. act or fail to act, in your use of your web content, in a manner that is contrary to applicable law or regulation.
- 6.3. 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.
- 6.4. We are not in control of the page ranking, submission, or search engine optimisation (SEO) results for Your web pages; no guarantees are made for the performance of any of these items.

- 6.5. If You advertise or sell anything on Your web pages, You are responsible for complying with any and all relevant legislation.
- 6.6. If You choose to transfer Your web domain to Us, We are not responsible for any actions outside our control that may delay this process.
- 6.7. Phishing, Scamming & Spamming:
  - 6.7.1. We will Suspend your account immediately pending Termination if You are found to be deceptively collecting Personal or sensitive data without proper authority. This is considered Phishing.
  - 6.7.2. We will Suspend Your account immediately pending Termination if You are found to be illegally obtaining payment by lure or deception. This is considered Scamming.
  - 6.7.3. We will Suspend Your account immediately pending Termination if Your account is used or linked to unsolicited emails. This is considered Spamming.

## 7. OpenCRM System

- 7.1. A nightly back-up will be taken by Us of Your OpenCRM 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 by Us for 6 months. We will hold backups for 12 months & 1 week. Backups are encrypted in transit and at REST with a technical procedure to 'scrub on restore'. The suppression list is anonymised & held independently to the main database with an automated data resilience tamper procedure. The system audit logs are kept by Us for a minimum of 12 months.
- 7.2. Your OpenCRM system will be created no later than 8 business hours after You sign the Sales Order.
- 7.3. The minimum hardware with operating system & internet browser is a Windows PC or Mac OS with 4GB RAM running current or previous versions with a screen resolution of 1200 x 800.
- 7.4. Supported browsers are Chrome, Firefox, Safari & Edge. Other browsers may work but do not form part of Our quality assurance and SLA.
- 7.5. It is Your responsibility to correctly enter data into Your OpenCRM system and to test that any documents, reports, queries, etc. are functioning correctly for Your requirements.
- 7.6. You are responsible for keeping Your usernames, passwords or other access codes secure and to implement Your own internal security policy in this respect.

- 7.7. Each OpenCRM system is allocated 10GB data storage and 2TB file storage, this is a per system allocation and not a per user allocation.
- 7.8. You can set up Data Retention rules within Your OpenCRM system, guidance on the configuration of Your rules is available from Us, however You are responsible for the Data Retention Policy that You put in place. Because of the industry specific nature, far reaching implications and in some cases irreversible outcome for these rules, You are strongly advised that an appropriate Officer for Your Company should set-up or review these rules and seek appropriate independent guidance when determining Your Data Retention Policy.
- 7.9. You can set up Right of Erasure (Right to be Forgotten) rules within Your OpenCRM system, guidance on the configuration of Your rules is available from Us, however You are responsible for the Right to be Forgotten rules that You put in place. You must apply Your Right to be Forgotten policy on any data that You hold within Your OpenCRM system. You should seek appropriate independent advice on how Your business deals with any Right to be Forgotten requests and create the appropriate rules to support Your policy.
- 7.10. Automated processing of Data Retention & Right to be Forgotten rules occurs overnight (starting at 01:00am GMT [BST adjusted]). Reasonable efforts are taken by Us to process any requests under a fair usage policy. Any pausing of these rules by Us because of unusually high bandwidth requirements will automatically restart from the paused point when the next session runs.
- 7.11. You should understand as part of Your data obligations how Your OpenCRM system manages the deletion of data including methods of deleting information permanently. Deleting a record in the interface within OpenCRM marks the record as deleted within the database and therefore no longer visible to a user. To irrevocably remove data from Your system You should use the Data Retention Rules in association with this deleted marker to achieve the desired results inline with Your Data Retention Policy.

## 8. Third-Party Products

- 8.1. 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.
- 8.2. 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.

## 9. Support & Professional Service Time

- 9.1. As of 12<sup>th</sup> June 2017, all monthly subscriptions include Premium support, which is available to all Authorised Contacts in Your OpenCRM 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 [BST adjusted] 9am to 5:30pm, Monday through Friday excluding UK Bank Holidays, unless otherwise agreed.
- 9.2. Our support incident tracking includes a Severity based Service Level Agreement (SLA), in general maximum response times are as follow:
  - 9.2.1. Standard Email Only Support: 24 business hour SLA accessed via email only.
  - 9.2.2. Premium Support Contract: 8 business hour SLA accessed via email, LiveChat, telephone, and web portal.
- 9.3. We will help answer how-to questions, assist with configuration of Our free integrations, diagnosis and offer corrections/work-arounds of system faults. We will also be responsible for the installation of system fixes, which may be as a one-off or, potentially, done through a system upgrade. Support is provided by Us on a best endeavours & fair usage basis.
- 9.4. Professional Service time can also be purchased from Us for system configuration and bespoke development.
- 9.5. If You purchase any training time, this will be conducted by our project management team via online, screen-sharing sessions unless otherwise agreed.
- 9.6. 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.

## 10. Notices

- 10.1. 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:
  - 10.1.1. by first-class post: two Business Days after posting;
  - 10.1.2. by airmail: seven Business Days after posting;
  - 10.1.3. by hand: on delivery;

- 10.1.4. by facsimile: on receipt of a successful transmission report from the correct number; and/or
- 10.1.5. by email: on receipt of a delivery or read return mail or successful server log or tracking code.

## 11. Warranty

### 11.1. We warrant that:

- 11.1.1. We have title to or license to supply all the products and services We sell.
- 11.1.2. We supply replacement products within 30 days should anything be defective or faulty.
- 11.1.3. Our software and system is free from malicious code and/or viruses.
- 11.1.4. 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 excluding documents. More time may be needed in the case of large or multiple attachments.
- 11.1.5. If Your OpenCRM system is down for 0.03% of any calendar month, We will refund You an equal % of Your monthly subscription up to a maximum equal to any monthly charges, except where We have given You more than 7 days notice.
- 11.1.6. Where possible, We will notify you 7 days before any maintenance work on Your OpenCRM system, which is typically carried out between the hours of GMT [BST adjusted] 11pm – 6am. It is Our goal that service-affecting maintenance works should generally last no more than 15 minutes in a single session.

## 12. Intellectual Property Rights Indemnity

- 12.1. 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.
- 12.2. If such a claim occurs, You will:
  - 12.2.1. Notify us in writing of the nature and detail of the claim within 24 hours,
  - 12.2.2. Not admit any liability or make any agreement or compromise without Our written consent,

- 12.2.3. 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
- 12.2.4. Take any reasonable action We request that does not cause You harm.
- 12.3. If a claim is made or We think a claim may be made against You, we may:
  - 12.3.1. Procure additional rights to the software or system,
  - 12.3.2. Modify the software or system, and/or
  - 12.3.3. Replace the software or system
- 12.4. 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.

## 13. Indemnities

- 13.1. Neither You nor We are, on behalf of the other party, liable for any loss in profits, anticipated savings, business opportunity, and/or management time.
- 13.2. **We advise that you look into extensions on Your business insurance policies to cover You for specific data loss and business disruption, this includes risks arising from automated or AI-assisted decision making.**
- 13.3. 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.
- 13.4. 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.
- 13.5. **Artificial Intelligence (AI) Use and Liability**
  - 13.5.1. **Use of AI Tools**

You acknowledge that the OpenCRM system and related Services may include or make available artificial intelligence, machine learning or automated features ("AI Tools").
  - 13.5.2. **Your Responsibility**

Any use of AI Tools by You is undertaken at Your own discretion and risk. You are solely responsible for:

    - how AI Tools are configured, used and relied upon;
    - any decisions, actions or omissions arising from AI-generated outputs; and

- ensuring that the use of AI Tools complies with all applicable laws, regulations and regulatory guidance.

#### 13.5.3. **No Warranty on AI Outputs**

AI-generated outputs are provided on an “as-is” basis. We make no representation or warranty as to the accuracy, completeness, legality or suitability of any AI-generated output for Your intended purpose. You must independently verify all such outputs before relying on them.

#### 13.5.4. **Limitation and Exclusion of Liability**

To the fullest extent permitted by law, We shall not be liable for any loss, damage, claim, fine, regulatory action or cost arising directly or indirectly from:

- reliance on AI-generated outputs; or
- Your use of AI Tools in connection with the Services.

#### 13.5.5. **Consistency with Liability Cap**

This clause operates in conjunction with, and does not extend, the overall limitation of liability set out elsewhere in this Agreement.

## 14. Confidentiality

- 14.1. Your Employee Personal Data, Your Business Personal Data and other data held in Your OpenCRM system belongs to You and is private and confidential. It will not be shared with or used by anyone except You, except as required by Us to provide You with Your OpenCRM system and Services as instructed by You to Us. You are able to set up internal security to restrict Your users ability to see, edit, and/or delete data. We will restrict access to Your Personal Data to those of Our staff, agents or contractors who need to access or otherwise process Your Personal Data for the purposes of this Agreement and limit such access only to what is required for such personnel to perform their function, and We will ensure that those personnel are subject to a duty of confidence.
- 14.2. Subject to Clause 14.3.4, information relating to any breach of Personal Data that occurs in accordance with Clause 5.5 shall be treated confidentially.
- 14.3. We both agree to keep any information We learn about each other, both before and after commencement of this Agreement, confidential. This does not include information that is:
  - 14.3.1. already known by the other party,
  - 14.3.2. passed on by a third party,

- 14.3.3. already in the public domain, or
- 14.3.4. required by law to disclose.
- 14.4. We will both take all necessary steps to ensure compliance by Our employees, agents, and/or sub-contractors.
- 14.5. 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 the duration of this Agreement and 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 as soon as it becomes known.
- 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. Fair Usage Policy

- 17.1. Automated processing of Data Retention & Right to be Forgotten rules occurs overnight (starting at 01:00am GMT [BST adjusted]). Reasonable efforts are taken by Us to process any requests. Any pausing of these rules by Us because of unusually high bandwidth requirements will automatically restart from the paused point when the next session runs.
- 17.2. We will help answer how-to questions, assist with configuration of Our free integrations, diagnosis and offer corrections/work-arounds of system faults. We will also be responsible for the installation of system fixes, which may be

as a one-off or, potentially, done through a system upgrade. Support is provided by Us on a best endeavours & fair usage basis.

- 17.3. You can send transactional emails from Your OpenCRM system in batches of 100 (50 emails plus 50 confirmation emails). If You want to send marketing emails in batches larger than this You will need to subscribe to a Bulk Email Plan with Us. This includes the use of the Campaign module within OpenCRM.

## 18. Contract Summary

- 18.1. We agree to provide the OpenCRM system on a monthly, annually or 24 month subscription basis. You agree by eSigning or otherwise 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). We will store and process Your Personal Data in line with the Data Protection Act 2018 and the UK GDPR 2021 and You will maintain any Personal Data of Yours that you hold within Your OpenCRM system in a similar way.
- 18.2. 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.
- 18.3. If one part of this Agreement is judged illegal or unenforceable, the rest of the Agreement is still binding.
- 18.4. Neither party will assign or transfer any of the rights or responsibilities in this Agreement without written consent from the other.
- 18.5. For delivery of documents please see section 10 : Notices.
- 18.6. This Agreement represents the contractual agreement between You and Us relating to the items in the attached Sales Order. It replaces any previous agreement.
- 18.7. Both parties acknowledge that nothing within this Agreement relieves them from their own direct responsibilities and liabilities under GDPR 2021.
- 18.8. 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>
- 18.9. The headings used in this agreement are for ease of reference only.
- 18.10. This Agreement shall be governed by the Laws of England and both parties submit to exclusive jurisdiction of the English Courts.