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STORMAN SOFTWARE AS A SERVICE AGREEMENT

United Kingdom

WARNING: READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE SERVICE YOU ARE AGREEING TO THE FOLLOWING TERMS AND THE TERMS IN THE QUOTE. IF YOU DO NOT AGREE, DO NOT ACCESS THE SERVICE.

STORMAN RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT IN ACCORDANCE WITH CLAUSE 6.4 AND 17 OF THIS AGREEMENT. IF WE PROPOSE TO MODIFY THIS AGREEMENT, WE WILL NOTIFY YOU IN ACCORDANCE WITH CLAUSE 6.4 OR 17, AS RELEVANT.

THIS AGREEMENT REPLACES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN YOU AND STORMAN.

1. Definitions

1.1 In this Agreement, the following definitions apply:

- (1) "Add-On(s)" means any additional module or component to the Service, which is not part of the base functionality of the Service, and which is licensed as an optional module or component by Storman ("Service Add-On(s)") and any software licensed by Storman to be hosted by You for accessing or otherwise using the Service including Storman's local plug-in ("Local Add-On(s)");
- (2) "Agreement" means this agreement and Quote(s), which has (or have) been executed by You and returned to Storman within the acceptance period specified in the Quote or as otherwise agreed to in writing by Storman and any variations to them made in accordance with the terms of this agreement;
- (3) "Appropriate Safeguards" means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
- (4) "Authorised User" means a person who is authorised or permitted by You to access the Service using Your credentials;
- (5) "Business Day" means any day other than a Saturday, Sunday or public holiday in London (United Kingdom);
- (6) "Business Hours" means 8:30am to 5pm (inclusive) London (United Kingdom) time;
- (7) "Confidential Information" means, without limitation:
 - (a) the Intellectual Property relating to the Service, Add-Ons, Documentation, Support Services and Professional Services;
 - (b) any information, whether technical or otherwise, trade secrets, advice, training programs, techniques, data, formula and other proprietary information and know-how, records, concepts, ideas, systems, designs, plans, drawings, specifications, visual representations, and any other methods and processes (and copies and extracts made of or from that information or data) concerning the Service, Add-Ons, Documentation, Support Services or Professional Services;
 - (c) any information regarding the terms of this Agreement, or the commercial arrangements between the parties; or
 - (d) any other information which by its nature is confidential, is designated confidential or which the other party knows, or ought to know, is confidential, which is not in the public domain except by the failure of a party to perform and observe its obligations under this Agreement;
- (8) "Controller", "Data Subject", "Personal Data Breach", "Processor", "processing" and "Supervisory Authority" shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);
- (9) "Customer" or "You" means the company or other legal entity listed in the Quote, and where the context permits includes any Authorised User (and "Your" will be interpreted accordingly);
- (10) "Customer Content" means all content or data uploaded or transmitted by You in the course of Your use of the Service, including any Personal Data;

(11) "Data Protection Laws" means, as binding on either party or any Service:

- (a) the GDPR;
- (b) the UK Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

(12) "Documentation" means the user manuals, training manuals and other standard associated documentation (if any) for the Service or Add-On, provided by Storman to You or made available to You through Storman's online knowledge base or other online repository of standard documentation;

(13) "Fees" means the Subscription Fee and the Professional Services Fee and any other fee or out of pocket expense payable by You under this Agreement;

(14) "GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679);

(15) "Initial Subscription Term" means:

- (a) the period specified in the Quote; or
- (b) if no period is specified in the Quote, the period of one month, commencing on the date that Storman notifies You that Your Service is fully configured and ready for use;

(16) "Insolvency Event" a party suffers an insolvency event if:

- (a) any step or action is taken in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or, if the step or action is taken in another jurisdiction (other than England), in connection with any analogous procedure in the relevant jurisdiction; or
- (b) that party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due; or
- (c) that party suspends or ceases, or threatens to suspend or cease, to carry on all, or a substantial part, of its business.

(17) "Intellectual Property" means any industrial and intellectual property rights throughout the world and for the duration of the rights including:

- (a) any patents, copyright including future copyright, registered or unregistered trade marks or service marks, trade names, brand names, registered or unregistered designs, commercial names, circuit layouts, database rights;
- (b) any inventions, discoveries, processes, methods, trade secrets, know-how, computer software, confidential information and scientific, technical and product information;
- (c) the right to apply for any industrial and intellectual property rights; and
- (d) any other similar or analogous rights and any intellectual or industrial rights whether now existing or which come into existence in the future;

(18) "Notice Address" means in respect of:

- (a) You, the address specified in the Quote and Your email address specified in the Quote; and
- (b) Storman: Storman Software Limited, Saracens House 25 St Margaret's Street Ipswich, IP4 2BN and sales@storman.com, or such other address or email address last notified to the other party in accordance with clause 14.2;

(19) "Permitted Purpose" means Your internal business purposes for Your storage management business, marina management business or vault management business in accordance with the applicable Documentation;

(20) "Personal Data" has the meaning given to that term in Data Protection Laws and in the context of this Agreement means Personal Data received from You or on Your behalf in connection with the performance of Storman's obligations under this Agreement;

(21) "Professional Services" means any implementation, training, or consultancy services which Storman agrees to provide from time to time under this Agreement and excluding Support Services;

- (22) "Professional Services Fee" means the amount payable by You for the Professional Services as specified in the Quote, subject to variation in accordance with this Agreement, or as otherwise calculated in accordance with this Agreement;
- (23) "Quote" means the document entitled "Quotation" issued by Storman to You and which You accept by executing and returning to Storman;
- (24) "Related Bodies Corporate" in relation to an entity means : i) each subsidiary of that entity; ii) each holding company of that entity, and iii) any subsidiary of any such holding company (where in each case "holding company" and "subsidiary" have the meanings given to them in the UK's Companies Act 2008);
- (25) "Renewal Term" means each month to month automatic renewal period after the Initial Subscription Term described in clause 2.2;
- (26) "Service" means Storman's software as a service providing access to, and use of, storage management, marina management and vault management software as specified in a Quote and elsewhere in this Agreement;
- (27) "Site" means the storage facility, marina or vault operated by You specified in the Quote or otherwise agreed in accordance with clause 4.2. ;
- (28) "Storman" or "we" or "us" or "our" means Storman Software Limited (UK Company Number 06693472);
- (29) "Storman Personnel" means Storman, its Related Bodies Corporate and any of Storman's and its Related Bodies Corporate's officers, employees, contractors and agents;
- (30) "Sub-Processor" means any agent, subcontractor or other third party (excluding its employees) engaged by Storman for carrying out any processing activities on Your behalf in respect of the Personal Data;
- (31) "Subscription Fee" means the amount payable by You (as specified in the Quote) for the Services and any relevant Add-Ons or Support Services, subject to variation in accordance with this Agreement;
- (32) "Support Hours" means the business hours specified in Storman's Product Support Program, subject to reasonable changes from time to time, during which Storman provides the Support Services without additional charge (details can be found at <https://storman.co.uk/services/technical-support/> (<https://storman.co.uk/services/technical-support/>);
- (33) "Support Services" means telephone or online support services for the Service or Add-Ons provided in accordance with Storman's Product Support Program subject to reasonable changes from time to time (details can be found at [http://storman.com/services/technical-](http://storman.com/services/technical-support) (<http://storman.com/services/technical->) support
- (34) "Term" has the meaning given to that term in clause 2.3;
- (35) "Unit" means a separate physical and lockable space at the Site, whether a storage unit, marina or vault, and with each Site consisting of multiple storage units, marinas or vaults;
- (36) "Updates" means any subsequent release (major or minor) of the storage management software or other component of the Service or Add-Ons which Storman has agreed to provide to You, but excludes any module, component or software that is marketed and priced separately by Storman to its customers such as Add-Ons themselves;
- (37) "VAT" or "Value Added Tax" means value added tax or any replacement or similar tax introduced in the United Kingdom and
- (38) "Website" means the website(s) notified to You by Storman to access the Service.

2. Term

2.1 This Agreement commences on:

2.1.1 the date Storman receives an executed copy of the Quote from You within the acceptance period specified in the Quote or otherwise agreed to in writing by Storman, unless Storman notifies You in writing before that date, that it has withdrawn its Quote; or

2.1.2 such other date (if any) the parties agree in writing is the date for commencement of this Agreement.

2.2 This Agreement automatically continues on a month to month basis after the expiry of the Initial Subscription Term (with any annual Subscription Fees to be charged on a pro rata basis). This is subject to a party's right to terminate this Agreement at the end of the Initial Subscription Term or any Renewal Term by giving not less than 30 days' prior written notice before the end of the Initial

Subscription Term or a Renewal Term in accordance with clause 9.4 or termination otherwise occurs in accordance with this Agreement.

2.3 The period determined in accordance with clause 2.1 and 2.2 is the "Term" of this Agreement.

3. Supply of Service

3.1 Storman is not required to commence providing any implementation services for the Service or provide You with access to the Service until You have paid the upfront Professional Services Fee (as specified in the Quote) for such implementation services.

3.2 During the Term, Storman grants You the right to access and use the Service, and where relevant Service Add-Ons, via the Website and to use the Documentation and, where relevant Local Add-Ons, for the Permitted Purpose. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

3.3 You acknowledge and agree that Storman owns all rights, title and interest, including Intellectual Property rights, in the Service, Add-Ons and Documentation and, as they are created, any changes or improvements to the Service, Add-Ons or Documentation made by or for us, You or anyone else. Your limited right to use the Service, Add-Ons and Documentation is set out in this Agreement and You have no right, title or interest in the Service, Add-Ons or Documentation except as set out in this clause 3. To the extent, notwithstanding this clause 3.3, any Intellectual Property rights or other rights in the Service, Add-Ons or Documentation vests in You or any of your contractors or agents, You hereby assign ownership of all such rights with full title guarantee and free of any encumbrance or security interest to Storman (and You must procure the assignment of all such rights by Your contractors and agents) and You must take all steps reasonably necessary to give effect to this provision.

3.4 By entering into this Agreement, You are not entitled to use or access Add-Ons, unless they are specified in a Quote. In the event that we agree to provide You an Add-On, the terms of this Agreement will apply to the Add-On.

4. Restrictions on access and use

4.1 Unless expressly stated otherwise in this Agreement, You:

4.1.1 may only access and use the Service and Add-Ons for your management of the Site and up to the maximum number of Units specified in the Quote;

4.1.2 must not modify, adapt, enhance or otherwise create derivative works from the Service, Add-Ons or Documentation;

4.1.3 must not rent, lease, loan, distribute, sub-license, sell, copy, reproduce, or otherwise transfer all or any part of the Service, Add-Ons or Documentation to any other person or provide access to any third party;

4.1.4 must not use the Service in a service bureau or time sharing arrangement;

4.1.5 must not attempt to disassemble, decompile or otherwise reverse engineer any software within the Service or Add-Ons, except as expressly permitted by sections 50B, 50BA or 50C of the UK's Copyright, Designs and Patents Act 1988;

4.1.6 must not grant any security interest over this Agreement or the Service, Add-Ons or Documentation; and

4.1.7 must maintain and not alter or remove any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Service, Add-Ons or Documentation, and You must not directly or indirectly assist or permit any other person to do any of these things.

4.2 If You wish to add or vary the Sites or increase the number of Units, You must obtain our agreement in writing and execute an additional Quote and pay additional Fees specified in the Quote.

4.3 You must comply with the security and other access protocols in the Documentation or as otherwise notified to You from time to time. You must keep all user names, passwords and other access credentials issued by Storman confidential and secure and must not disclose such credentials to any person other than Your Authorised Users and you must ensure that Your Authorised Users similarly comply and do not share them. You must immediately notify us if You know or suspect unauthorised use of access credentials or if You know or suspect a person knows access credentials where they are not entitled to do so.

4.4 You must ensure that Your Authorised Users' access and use of the Service, Service Add-Ons, Locals Add-Ons and Documentation complies with any restrictions in this clause 4 and elsewhere in this Agreement, and You are responsible for their acts or omissions as if they were Your own.

5. Availability, Support and Maintenance, Professional Services

Availability

5.1 Subject to clause 5.2 and 5.3, Storman will use reasonable endeavours to ensure that the Service and Service Add-Ons are available to You via the Website on a 24 hour, 7 day a week basis.

5.2 You agree that Storman may suspend the Service or Service Add-Ons at any time for the purpose of conducting scheduled maintenance or repairs, so long as Storman provides you with reasonable notice and attempts to schedule maintenance at a time which has minimal impact on Your use of the Service or Service Add-Ons during Business Hours.

5.3 Without limiting clause 5.2, Storman may suspend Your access to the Service or Service Add-Ons in order to carry out unscheduled maintenance that we determine, acting reasonably, is required urgently to prevent or mitigate an incident which may adversely affect the Service or Service Add-ons, or for circumstances beyond Storman's control. Storman must use its reasonable endeavours to mitigate the duration of the suspension.

5.4 Without limiting clause 5.2, Storman may also suspend your Service or Service Add-Ons, acting reasonably, to prevent or mitigate an incident which may adversely affect the security or proper functioning of the Service or Service Add-Ons or Storman's equipment or software, relating to security threats, viruses and other contaminants or your use of the Service or Service Add-Ons in breach of the Documentation or other provisions of this Agreement or other misuse. Storman must use its reasonable endeavours to mitigate the duration of the suspension.

5.5 Where the Service and Service Add-Ons are unavailable, Storman will use its reasonable endeavours to include a notice on the Website informing You that the Service and Service Add-Ons are unavailable.

5.6 If Storman is unable to provide the Service for a period in excess of eighteen hours on a Business Day (or consecutive Business Days) (excluding periods of unavailability for scheduled maintenance and circumstances caused or contributed by You or beyond our reasonable control), Storman will credit You a service credit against your next Subscription Fee (or if no further Subscription Fee is payable, will pay to You within 30 days of Your demand), which reflects the proportion of the Subscription Fee attributable to the time the Service was unavailable. The service credit is Your exclusive financial remedy for unavailability of the Service. For the avoidance of doubt, this clause 5.6 does not apply to Service Add-Ons.

Support and Maintenance

5.7 Storman will provide Support Services during Support Hours during the Term. Subject to clause 5.13, Storman will provide the Support Services using reasonable skill and care.

5.8 You agree that the software within the Service or Service Add-Ons may automatically be Updated. Storman expressly excludes any representation or warranty that Updates will not adversely affect any existing configuration or implementation of the Service or Service Add-Ons. If an existing configuration or implementation is adversely affected by an Update, You are entitled to request general advice through the Support Services or request Professional Services, or both.

5.9 If You request Storman to provide Support Services outside Support Hours, and Storman agrees to provide Support Services, Storman will use reasonable endeavours to do so provided You pay (and you must pay) Storman at its current time and materials rates for such Support Services and any out of pocket expenses for travel, accommodation and subsistence if Storman provides the Support Services at your Site or other premises.

5.10 You agree that Storman (and any of the Storman Personnel) are entitled to access Your Customer Content to enable Storman to perform the Support Services.

5.11 Storman (and any of the Storman Personnel) may use technical information provided by You as part of the Support Services, for product support and development.

5.12 If a bug is discovered in the software within the Service or Add-On, it will be prioritised based on Storman's "Bug Fix Policy " (as updated from time to time and available at [Storman-Software-bug-fix-policy](https://storman-help.freshdesk.com/support/solutions/articles/48001220085-storman-software-bug-fix-policy) (<https://storman-help.freshdesk.com/support/solutions/articles/48001220085-storman-software-bug-fix-policy>)).

5.13 Storman makes no representation or warranty that all bugs will be fixed or all software will be Updated. In addition, as part of the Support Services, Storman may make available information on its roadmap about future Updates or other lists of bugs and planned features, which Storman is considering it may fix or deliver in the future. This information is provided as background information on Storman's current considerations for the Service or Add-Ons and is not an agreement by Storman or any form of representation, guarantee, warranty or other commitment that Storman will provide Updates in accordance with that roadmap or other information.

5.14 Storman has no obligation to maintain or support any problems, issues, defects or non-compliances in the Service or Add-Ons, to the extent caused or contributed to by the access to, or use of, the Service or Add-Ons in breach of the Documentation or other provisions of this Agreement or other misuse or arising from the acts or omissions of a third party (other than Storman Personnel) (Excluded Defect).

5.15 If You request Storman to provide Support Services for an Excluded Defect and Storman agrees to provide Support Services for them, Storman will use reasonable endeavours to do so provided You pay (and you must pay) Storman at its current time and materials rates for such Support Services and out of pocket expenses for travel, accommodation and subsistence in providing such Support Services at your Site or other premises.

Professional Services

5.16 You may request from Storman, and Storman may agree to provide to You, Professional Services as specified in a Quote. In the event that we agree to provide Professional Services to You, the terms of this Agreement will apply to the provision of the Professional Services and the payment of the Professional Services Fee by You. Storman will provide the Professional Services using reasonable skill and care. Unless specified otherwise in a Quote, You must pay for our Professional Services at our current time and materials rates for such Professional Services and our out of pocket expenses for travel, accommodation and subsistence if Storman provides such Professional Services at your Site or other premises.

6. Payment of Fees

6.1 During the Term, You must pay the Subscription Fee (and other Fees under this Agreement) within 30 days of receipt of an invoice or if earlier by such other due date (if any) as specified in a Quote and in the manner directed by Storman from time to time. Unless otherwise specified in a Quote or elsewhere in this Agreement, Storman is entitled to invoice all Fees in advance.

6.2 Your first invoice for the Subscription Fees will be issued once Storman notifies You that Your Service is fully configured and ready for use.

6.3 Storman is entitled to charge you interest of 3% above the then Bank of England base rate (or the maximum rate permitted by law, whichever is the lower), for any amounts which remain unpaid by You after the due date, until such amount is paid, and You must pay such interest on demand. Such interest shall accrue on a daily basis and be compounded quarterly.

6.4 Fees which are specified in this Agreement to be charged based on Storman's current rates or fees are to be charged based on those rates or fees from time to time. For your Subscription Fee or any other recurring Fee, which is a specified amount, we are entitled to vary such Fee for the first Renewal Term and any Renewal Term thereafter, on not less than 45 days written notice prior to the commencement of the Relevant Term, when the varied Fee is to apply. If you do not wish to pay the varied Fee for the relevant Renewal Term, You must terminate this Agreement before the commencement of that Renewal Term by giving us not less than 30 days' written notice prior to the commencement of the Renewal Term pursuant to clause 9.4.

7. Confidentiality

7.1 Each party (Recipient) must:

7.1.1 keep confidential, and not use or disclose, any Confidential Information of the other party (Disclosing Party), except as permitted by this Agreement; and

7.1.2 immediately notify the Disclosing Party if it becomes aware of any loss or unauthorised use, access, copying or disclosure of any Confidential Information of the Disclosing Party.

7.2 Each Recipient may, to the extent reasonably required:

7.2.1 use Confidential Information of the Disclosing Party for the purposes of performing the relevant obligations or exercising the relevant rights arising under or pursuant to this Agreement;

7.2.2 subject to clause 7.3, in the case of Storman as Recipient, disclose Confidential Information to the Storman Personnel, and in the case of You as Recipient disclose to Your employees, agents and contractors, in each case, who have a specific need to access that Confidential Information for the purpose of performing the relevant obligations or exercising the relevant rights arising under or pursuant to this Agreement; and

7.2.3 disclose Confidential Information to its professional advisers and insurers for professional advice or insurance purposes, provided they are under duties of confidentiality for professional advice or insurance purposes.

7.3 Each Recipient must ensure that the persons to whom it discloses Confidential Information in clause 7.2.2 comply with obligations of confidence equivalent to those set out in this Agreement.

7.4 The obligations in clause 7.1 do not apply to any disclosure required by law (including any order of a court of competent jurisdiction) provided that (where permitted by the disclosure requirement and to the extent reasonably practical) the Recipient gives prior written notice to the Disclosing Party of the disclosure requirement or any disclosure required by the rules of any stock exchange.

8. Customer Content, Data Security and compliance with laws

8.1 Subject to clause 10.3, Storman will treat the Customer Content as Your property.

8.2 You grant us a perpetual, non-exclusive, worldwide, royalty-free, irrevocable and sub-licensable licence and right to collect, use, copy, store, transmit, modify and create derivative works of the Customer Content for the purpose of providing the Service, Add-Ons, Support Services and Professional Services to You and for the analysis and enhancement of the Service, Add-Ons, Support Services and Professional Services, and for any other purpose permitted by this Agreement.

8.3 If You enable third-party applications or systems to interface with the Service or Add-Ons, You agree that Storman may allow the providers of those third-party applications or systems to access Your Customer Content as required for the interoperation of such third-party applications or systems with the Service or Add-Ons. Storman is not responsible or liable for any disclosure, modification or deletion of Your Customer Content resulting from the acts or omissions of such third-party application or system providers, except Storman does not exclude liability arising from its breach of this Agreement.

8.4 You agree that we may disclose the Customer Content to Storman's service providers and suppliers (for example payment gateway providers, SMS providers or email providers), and transmit the Customer Content to and from Storman's service providers and suppliers, and You agree that those service providers and suppliers can also store and transmit the Customer Content, for the purposes of this Agreement.

8.5 You acknowledge and agree that Storman may use de-identified Customer Content to identify trends and statistics relating to the Service, Add-Ons, Support Services and Professional Services, and that Storman may use de-identified Customer Content on an aggregate basis for analysis and marketing purposes.

8.6 Nothing in this Agreement restricts us from disclosing Customer Content if we are legally required or compelled to do so by a court, a government authority or some other body with the legal authority to compel disclosure.

Back ups and retention

8.7 Storman will make a back-up of Your Customer Content one time in each 24 hour period (such back-up to be made outside Business Hours), and will store that back-up in a location separate to that which hosts the server through which the Service is provided.

8.8 If there is loss or corruption of Customer Content as a result of Storman's breach of this Agreement, Your exclusive remedy is for Storman, at its option, to remedy the loss or corruption as part of the Support Services, or to restore the Customer Content to the last available back-up, which is not lost or corrupted. If there is any other loss or corruption of Customer Content, You may request

Storman to provide Support Services or Professional Services, pursuant to and subject to clauses 5.14 and 5.16, to assist in the repair, or You may request Storman to restore the Customer Content to the last available back-up of Your Customer Content, which is not lost or corrupted.

8.9 You agree that we have no obligation to retain Customer Content after 30 days following the expiry or termination of this Agreement and that Customer Content may be irretrievably deleted by us any time after 30 days following the expiry or termination of this Agreement.

Compliance with laws, data protection and security

8.10 The parties agree that You are a Controller and that Storman is a Processor for the purposes of processing Personal Data pursuant to this Agreement. To the extent that You are not sole Controller of any Personal Data You warrant that You have full authority and authorisation of all relevant Controllers to instruct Storman to process the Personal Data in accordance with this Agreement.

8.11 Storman shall process Personal Data in compliance with the obligations placed on it under applicable Data Protection Laws.

8.12 Storman shall only process (and shall ensure Storman Personnel only process) Personal Data in accordance with Your instructions, as contained in:

8.12.1.1 this Agreement; and

8.12.1.2 Your use of the Service, including Your commands, instructions and requests using the functionality of the Service, except to the extent that alternative processing instructions are agreed in writing, or otherwise required by applicable law (and Storman shall inform You of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

8.13 Subject to any Service-specific terms or the Quote, the processing of the Personal Data by Storman under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in Schedule 1.

8.14 If Storman believes that any instruction received from You is likely to infringe the Data Protection Laws it shall promptly inform You and be entitled to cease to provide the relevant Services until the parties have agreed updated non-infringing instructions.

8.15 Taking into account the state of technical development and the nature of processing, Storman shall implement and maintain appropriate technical and organisational measures to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access including those measures set out in Schedule 1.

8.16 Storman shall:

8.16.1 not permit any processing of Personal Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment subject to an enforceable obligation of confidence with regards to the Personal Data) without Your specific written authorisation, having given you a reasonable opportunity to object;

8.16.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under these clauses 8.10 to 8.28;

8.16.3 remain fully liable to You under this Agreement for all the acts and omissions of each Sub-Processor as if they were Storman's own; and

8.16.4 ensure that all persons authorised by Storman or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.

8.17 You authorise the appointment of the following Sub-Processors:

8.17.1 Storman's Related Body Corporate;

8.17.2 any entity supplying hosting services to Storman or a Related Body Corporate including: Fasthosts and Amazon Web Services LLC;

8.17.3 any entity identified as a Sub-Processor in the most recent version of the Sub-Processor list/Hosting Provider List as published by Storman or a Related Body Corporate at storman.co.uk.

8.18 Storman shall (at Your cost):

8.18.1 assist You in ensuring compliance with Your obligations pursuant to Articles 32 to 36 of the GDPR (and/or any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Storman; and

8.18.2 taking into account the nature of the processing, assist You (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and/or any similar obligations under applicable Data Protection Laws) in respect of any Personal Data.

8.19 Storman shall notify You without undue delay on becoming aware of any Personal Data Breach in respect of any Personal Data and provide details of the Personal Data Breach.

8.20 Subject to clause 8.21, Storman shall not transfer, or otherwise directly or indirectly disclose, any Personal Data to any countries outside the UK and/or the EEA ("International Recipient") without your prior written consent except where Storman is required to transfer Personal Data by applicable law (and shall inform You of that legal requirement before the transfer, unless those laws prevent it doing so).

8.21 You agree that Storman may transfer any Personal Data for the purpose of providing the Services to any International Recipient, provided all transfers by Storman of Personal Data to an International Recipient (and any onward transfer) shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The provisions of this Agreement shall constitute your instructions with respect to transfers.

8.22 The Appropriate Safeguards employed by Storman in connection with our Agreement shall be the "EU Model Clauses" (i.e. a set of standard clauses that the European Commission has approved as adequate (or similar) for the transfer of personal data from an EU territory to a non EU territory).

8.23 Storman (or its Sub-Processors) may process Personal Data in the following locations:

8.23.1 United Kingdom;

8.23.2 Australia;

8.23.3 New Zealand; and

8.23.4 other territories where a Sub-Processor providing hosting services to Storman or a Related Corporate Body (in each case) operates a data centre and/or a service support centre (and by way of explanation such a hosting provider (e.g. AWS) is likely to retain copies of data across multiple data centres in order to reduce the risk of data loss and/or outages, and may have a "follow the sun" support model in order to provide a better service to its customers).

8.24 You acknowledge that due to the nature of cloud services, the Personal Data may also be transferred to other geographical locations in connection with use of the Service further to access and/or computerised instructions initiated by Authorised Users. You acknowledge that Storman does not control such processing and You shall ensure that Authorised Users (and all others acting on Your behalf) only initiate the transfer of Personal Data to other geographical locations if Appropriate Safeguards are in place and that such transfer is in compliance with all applicable laws.

8.25 Storman shall maintain, in accordance with Data Protection Laws binding on it, written records of all categories of processing activities carried out on Your behalf.

8.26 Storman shall provide You with a copy of any: i) relevant third party data security certifications; and ii) relevant data security audits (in each case) that Storman receives or commissions and that: a) are relevant to Storman's handling of Your Personal Data; and b) are generally made available to Storman's customers. Such copies are confidential to Storman and shall be Storman's Confidential Information for the purposes of our Agreement.

8.27 Storman shall, on request by You, in accordance with Data Protection Laws, make available to You such information as is reasonably necessary to demonstrate Storman's compliance with its obligations under this clause and Article 28 of the GDPR (and under any equivalent requirement under Data Protection Laws), and allow for and contribute to audits, including inspections, by You (or another auditor mandated by You) for this purpose provided:

8.27.1 such audit, inspection or information request is reasonable, limited to information in Storman's (or any Sub-Processor's) possession or control and has not already been satisfied by providing the information under clause 8.26, and is subject to You giving Storman reasonable prior notice of such audit or inspection;

8.27.2 the parties (each acting reasonably) shall agree the timing, scope and duration of the audit, inspection or information release together with any specific policies or other steps with which You or the third party auditor shall comply (including to protect the security and confidentiality of other customers);

8.27.3 such audit rights may only be exercised once in any consecutive [12] month period, unless otherwise required by a Supervisory Authority or if You (acting reasonably) believe Storman is in breach of this clause;

8.27.4 You shall promptly report any non-compliance identified by the audit, inspection or release of information to Storman; and

8.27.5 You shall ensure that any such audit or inspection is undertaken during normal business hours, with minimal disruption to the businesses of Storman and each Sub-Processor.

8.28 Without prejudice to clause 8.9, You shall have a 30-day period after the expiry or termination of this Agreement to access the Personal Data and copy or download the same, following which Storman shall securely delete the Personal Data (and all existing copies of it), except to the extent that any applicable law requires Storman to store such Personal Data.

8.29 You agree:

8.29.1 to comply with all applicable laws (including applicable Data Protection Laws and privacy and spam laws) in connection with Your use of the Service, Add-Ons, Documentation, Customer Content, Support Services and Professional Services; including: (a) maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; (b) ensuring all Personal Data (if processed in accordance with this Agreement) complies in all respects, including in terms of its collection, storage and processing, with Data Protection Laws; (c) ensuring fair processing and other information notices have been provided to Data Subjects (and all necessary consents obtained) to the extent required by Data Protection Laws in connection with all processing of Personal Data which may be undertaken by Storman and its Sub-Processors under this Agreement; and (d) ensuring all Personal Data is up to date and accurate;

8.29.2 to ensure all instructions given by You (or on Your behalf) to Storman in respect of Personal Data shall at all times comply with Data Protection Laws;

8.29.3 to establish and maintain adequate security measures to safeguard Personal Data in Your possession or control from unauthorised access and copying;

8.29.4 that You are responsible for complying with Your obligations to third parties and Your obligations under all applicable laws, including notifying and obtaining the consent of third parties (where applicable), in relation to the use, transfer and disclosure of Customer Content as contemplated by this Agreement; and

8.29.5 that You shall be responsible for ensuring all Authorised Users read and understand Storman's then current privacy policy (as displayed at login to the Service),

8.30 By uploading or transmitting Customer Content, You represent and warrant to us that the Customer Content and its transmission and use by Storman (and Storman Personnel) as contemplated by this Agreement will not contravene any laws and that You have the necessary rights, consents and licences to make Customer Content available to us to use as contemplated by this Agreement.

8.31 You agree to indemnify Storman in relation to any loss it suffers to the extent such loss is caused or contributed to by a breach of your obligations under this clause 8, except to the extent caused or contributed to by our breach of this Agreement.

9. Suspension and Termination

9.1 If either party commits a material breach of its obligations under this Agreement and fails to remedy that breach within 14 days of notification from the other party, then the party giving notice may terminate this Agreement by further written notice with immediate effect or on such prior written notice specified in the further written notice.

9.2 If either party suffers an Insolvency Event, the other party may terminate this Agreement with immediate effect, by written notice or on such prior written notice specified in the written notice.

9.3 If You fail to make any payment in accordance with this Agreement, and you fail to remedy the non-payment within 7 days of our notice to You requesting payment, Storman may (without prejudice to Storman's other rights and remedies under this Agreement or at law) suspend performance of any or all of Storman's obligations under this Agreement, including providing the Service and Add-ons or performing the Support Services or Professional Services until payment is made in full. In addition, if You fail to make any payment in accordance with this Agreement, and you fail to remedy the non-payment within 14 days of our notice to You requesting payment, Storman may terminate this Agreement by further written notice with immediate effect or on such prior written notice specified in the further written notice.

9.4 Either party may terminate this Agreement at the end of the Initial Subscription Term or at the end of any Renewal Term by giving not less than 30 days' prior written notice to the other party.

10. Effect of Termination

10.1 In the event of expiry or termination of this Agreement, You must immediately cease using the Service, any Add-Ons, Documentation, Support Services and Professional Services.

10.2 Following expiry or termination, You must return or destroy all copies of the Documentation, Local Add-Ons and/or any of Storman's Confidential Information held by You.

10.3 Subject to any applicable laws, for a period of 30 days commencing from the date of termination or expiry of this Agreement, You may request that Storman provides You with read only access to the Service to transfer Your Customer Content and You may request that Storman provides reasonable assistance to You in transferring Customer Content to You. Storman reserves the right to charge You its prevailing hourly market rates depending on the nature of assistance required to transfer the Customer Content (for example if You ask Storman to extract Customer Content in a particular format). Storman will have no further obligations under this clause following the expiry of the 30 day period in respect of the matter set out in this clause.

10.4 All obligations of confidentiality and restrictions on use, and all other provisions that are expressed or implied to survive the expiry or termination of this Agreement, shall survive expiry or termination including clauses 7, 8, 10, 12 and 13.

11. Representations and Warranties

11.1 Storman warrants that during the Term the Service and Add-Ons will perform materially in accordance with the Documentation.

11.2 Subject to clause 12.1, and to the maximum the extent permitted by law, Storman expressly excludes all express guarantees, warranties, representation or other terms and conditions which are not contained in this Agreement and expressly excludes all implied guarantees, warranties, representations or other terms and conditions relating to this Agreement or its subject matter including any implied guarantees, warranties, representations or other terms and conditions of merchantable quality, acceptable quality, satisfactory quality, fitness for a particular purpose or non-infringement of Intellectual Property. Storman expressly excludes guarantees, warranties, representations or other terms and conditions that the Service or Add-Ons will be provided uninterrupted or are error-free. The exclusions in this Clause do not exclude the terms implied by the use of "full title guarantee".

11.3 Your exclusive remedy for any breach of the warranty in clause 11.1 is for Storman to remedy the defect through the Support Services.

11.4 Storman is not responsible or liable for a failure in the Service or Add-On to the extent caused or contributed to you by Your use of the Service or Add-On in breach of the Documentation or other terms of this Agreement or other incorrect use.

11.5 You agree that You have relied on Your own skill and judgement in deciding to enter into this Agreement, and that You have not relied on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

12. Limitations of Liability

12.1 Nothing in this Agreement has the effect of excluding, restricting or modifying liability for: 12.1.1.1 death or personal injury caused by negligence; or

12.1.1.2 fraud or fraudulent misrepresentation; or

12.1.1.3 any liability which may not lawfully be limited or excluded.

12.2 To the extent permitted by law, and subject to clause 12.1:

12.2.1 Storman's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, in relation to any events (including contract breaches) that occur in a calendar year will not exceed the higher of: i) the aggregate of the Fees You have paid to Storman during that calendar year under this Agreement; or ii) £10,000;

12.3 Storman excludes liability whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise for any loss of profit, loss of revenue, loss of business, loss of opportunity, loss of anticipated savings, loss of or corruption of data, business interruption, and any indirect or consequential loss.

12.4 Each of clauses 5.6, 8.8, 11.3 and 13.2 to 13.5, which provide an exclusive or limited remedy, do not exclude Storman's liability for breach of its obligation to perform such exclusive or limited remedy.

13. Indemnity

13.1 You must indemnify and continue to indemnify Storman against all actions, claims, loss, damage, liabilities, costs and expenses which Storman may incur arising from or in connection with the Customer Content, Your breach of Your obligations of confidentiality, Your breach of applicable law, or any claim by a third party against Storman that the provision or use of the Service or any Add-On infringes the Intellectual Property of that third party, caused or contributed to by Your breach of this Agreement, but in all cases excluding to the extent caused or contributed by Storman's breach of this Agreement.

13.2 Subject to the remainder of this clause 13 and clause 12, Storman will defend You against a claim by a third party, and indemnify You against any liability under any settlement approved by Storman in writing or award of damages against You in a final judgement in proceedings brought by a third party against You alleging that Your use of the Service, Add-On or Documentation in accordance with this Agreement in the United Kingdom infringes the Intellectual Property rights of a third party.

13.3 The indemnity under clause 13.2 will apply only if You:

13.3.1 notify Storman in writing as soon as possible after becoming aware of any claim against You for infringement, suspected infringement or alleged infringement of another person's Intellectual Property rights (IPR Claim);

13.3.2 give Storman sole right to conduct the defence or settlement of the IPR Claim;

13.3.3 provide Storman with reasonable assistance in conducting the defence of the IPR Claim; and

13.3.4 In connection with any IPR Claim, Storman is entitled at its discretion to:

13.3.5 modify, alter or replace the Service, Add-On or Documentation;

13.3.6 procure for You the right to use the Service, Add-On or Documentation or otherwise obtain the rights to perform its obligations under this Agreement, each so as to not infringe another person's Intellectual Property rights; or

13.3.7 terminate this Agreement on not less than 30 days' prior written notice, and refund to You any Fees prepaid for services or software after the date of termination calculated on a pro rata basis.

13.4 Clause 13.2 will not apply if an IPR Claim arises from:

13.4.1 use of the Service, Add-On or Documentation which is not in accordance with the Documentation or this Agreement;

13.4.2 use of the Service, Add-On or Documentation in combination with software or other products not approved by Storman;

13.4.3 the modification or alteration of the Service, Add-On or Documentation by any person other than Storman; or

13.4.4 use of any release or version of the Service, Add-On or Documentation, other than the most current release or version, after Storman has notified You that the earlier release or version is alleged to infringe Intellectual Property rights of a third party.

13.5 The cap on liability in clause 12.2.1 does not apply to Storman's indemnity in clauses 13.2 to 13.4. Clauses 13.2 to 13.4 specify Storman's entire liability and exclusive remedy for infringement claims and infringing products and services.

14. Notices

14.1 Notices given by You under this Agreement must be in writing in accordance with clause 14.2 and sent to the Notice Address of the person to whom the notice is to be given. Notice given by Storman under this Agreement must be in writing in accordance with clause 14.2 and sent to the Notice Address of the person to whom the notice is to be given or in accordance with clause 14.3.

14.2 A notice will be deemed received:

14.2.1 if delivered by hand, at the time of delivery;

14.2.2 if delivered by post, 3 Business Days after the day of sending (or 7 Business Days if sent internationally); and

14.2.3 if delivered by email, at the time it is sent by the sender's email server, unless the sender receives an automated message that the email has not been delivered within 4 hours of the time sent.

14.3 A notice from Storman will be also be deemed received by You after it is posted on the Service or Website.

15. Assignment

15.1 You must not deal with this Agreement in any way by assignment, sub-licence, transfer of obligations or otherwise without the written consent of Storman.

15.2 Storman may assign its rights to payment to any person. Storman may also assign its rights or novate its rights and obligations under this Agreement on written notice to You to a Related Body Corporate or third party which purchases Storman's business or assets or any part of them or any other third party which is to provide the Service.

16. VAT and other Taxes

16.1 Each party is responsible for its own taxes relating to this transaction and shall report and pay any relevant taxes to the respective tax authorities in the respective country in accordance with the applicable laws.

16.2 Unless specified otherwise in the Quote all prices in the Quote are exclusive of VAT. You shall pay any validly invoiced VAT on the Fees at the rate and in the manner prescribed by law, from time to time.

16.3 If the payment for the purchases is subject to any withholding tax or other taxes under any applicable laws, You shall, in accordance with such applicable laws, declare and make the payment to the relevant tax authorities such withholding tax or taxes on behalf of Storman. It has been agreed that You shall bear the costs of withholding tax or taxes (if any) relating to this transaction.

16.4 You shall prepare and file all required applications which would avail You of any favourable and applicable provisions under double tax treaties or domestic tax laws.

17. Variation

17.1 Storman's right to vary fees is set out in clause 6.4. Storman may amend other terms of this Agreement on prior written notice to You. We will give You not less than 45 days prior written notice prior to the commencement of the amendment, unless we are making the amendment to comply with law or the amendment is not to Your detriment, in which case Storman must use its reasonable endeavours to provide you with prior written notice.

17.2 If the amendment is to come into effect during an Initial Subscription Term or during a Renewal Term (rather than at the beginning of a Renewal Term) and is detrimental to You, and is not required by us to comply with law, You are entitled to terminate this Agreement on the date the amendment takes effect, provided You notify us within 15 days of our notification to You of the amendment. We will provide You with a pro rata refund of any prepaid Fees attributable to the period from the date of termination until the end of Initial Subscription Term or Renewal Term, as relevant. This clause does not affect Your additional rights to terminate this Agreement for convenience at the end of an Initial Subscription Term or a Renewal Term in accordance with clause 9.4.

1. Force majeure

If a party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event then the relevant obligations under this Agreement will be suspended for as long as the Force Majeure Event continues to the extent that the party is prevented or delayed from performing them. This clause does not apply to your payment obligations. A Force Majeure Event

is a cause or event beyond a person's reasonable control including acts of God, strikes, lockouts, riots, acts of war, epidemics, Internet and other communication line failures, power failures, denial of service attacks and similar malicious attacks.

1. General

19.1 In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) this agreement; (b) the Quote; and (c) the Documentation.

19.2 Failure or neglect by either party to enforce the terms of this Agreement at any time does not amount to a waiver of that party's rights under this Agreement.

19.3 The parties agree that this Agreement constitutes the entire agreement between them in relation to the subject matter of this Agreement, and supersedes and extinguishes all previous statements, representations, warranties, drafts, agreements, arrangements and/or understandings between them, whether oral or written (in each case) in relation to the subject matter of this Agreement. You agree that You will have no remedy in respect of any statement, representation, warranty or understanding that is not expressly set out in the agreement. You agree that Your only remedy in respect of those representations, statements, assurances and warranties that are set out in the agreement will be: i) as set out in this Agreement; or ii) for breach of contract in accordance with the terms of this Agreement.

19.4 Unless expressly required by the terms of this Agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Agreement.

19.5 Each party's rights under each provision of this Agreement are cumulative and without prejudice to the party's other rights under another provision of this Agreement or otherwise in law.

19.6 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.

19.7 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).

19.8 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

19.9 No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.

19.10 You agree that all references to "Storman" (including in its capacity as a "party") in clauses 12 and 13 shall be deemed to include Storman's Related Bodies Corporate, and the benefit of the exclusions and limitations of liability and indemnities set out in those clauses are held by Storman on its own behalf and on trust for the benefit of Storman's Related Bodies Corporate. Storman may vary, amend, enforce, or otherwise act under, this Agreement without seeking the approval of any of Storman's Related Bodies Corporate.

19.11 A reference to an amount of pounds, GBP, or £ is a reference to the lawful currency of the United Kingdom unless the amount is specifically denominated in another currency.

19.12 Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.

19.13 In this Agreement, unless the context demands otherwise:

19.13.1 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, re-enactment (with or without modification), and includes any subordinate legislation for the time being in force made under it; and

19.13.2 a reference to a statute or statutory provision includes any statute or statutory provision which modifies, consolidates, or supersedes it.

Subject-matter of processing:

SCHEDULE 1 DETAILS OF PROCESSING

Performance of our respective rights and obligations under this Agreement and delivery and receipt of the Services under this Agreement.

Duration of the processing:

Until the earlier of final termination or final expiry of our Agreement, except as otherwise expressly stated in this Agreement.

Nature and purpose of the processing:

The processing of Personal Data shall involve:

- processing in accordance with the rights and obligations of the parties under this Agreement;
- processing as reasonably required to provide the Services;
- processing as initiated, requested or instructed by Authorised Users in connection with their use of the Services, or by You, in each case in a manner consistent with this Agreement; and/or
- processing in relation to each Service, otherwise in accordance with the nature and purpose identified in any Service-specific terms or any Quote.

Type of Personal Data:

Such Personal Data contained in the Customer Content that You chose to upload to the Service or otherwise process using the Service, including name, drivers licence, passport, billing address, mobile, work and/or home telephone numbers, date of birth, email address and vehicle registration.

Categories of Data Subjects:

As determined by You, including Authorised Users, employees, Your customers (and customer of such customers), or other Data Subjects.

Security measures

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Personal Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed, Storman shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate:

- (a) the pseudonymisation and encryption of personal data in transit;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

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