



Terms and Conditions 2021

1. About us

Logincident Limited (**Logincident**) is a company registered in England and Wales with company registration number 08225133 and having its registered office address at 14 Bell Villas, Ponteland, Newcastle upon Tyne NE20 9BE.

2. About this Document

2.1 These Terms apply to the supply of all software-as-a-service products by Logincident (including as part of a trial or pilot), together with related customisation and support services, to the exclusion of the terms and conditions of the Customer.

2.2 Any person purporting to act on behalf of a Customer personally warrants that he or she is authorised to enter into a contract with Logincident on the Customer's behalf.

3. Interpretation

3.1 The definitions and rules of interpretation in this condition 3 apply in these Terms (in addition to definitions set out elsewhere in these Terms).

Account Data: all Personal Data relating to Authorised Users and other individuals which is not Anonymous Incident Data or Incident Data.

Agreement: the contract between Logincident and the Customer in connection with the Customer's use of the Service, which comprises these Terms and any Order Form.

Anonymous Incident Data: the internet protocol address of the device (and any access code associated with the device) used to upload an anonymous incident report in relation to a "near miss".

Applicable Data Protection Laws: the Data Protection Act 2018, the General Data Protection Regulation and any re-enactment of the General Data Protection Regulation following the UK's exit from the European Union, in each case to the extent that they are in force from time to time.

Authorised Users: the Customer's employees, officers and self-employed workers who are authorised by the Customer to use the Mobile App and/or the Dashboard and/or the Documentation for a business purpose of the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: is defined in conditions 14.1 and 14.2.

Dashboard: the dashboard associated with the Service.

Controller: has the meaning given to that term in the Applicable Data Protection Laws.

Customer: the person or corporation entering into the Agreement with Logincident in relation to the supply of the Service.

Data Subjects: has the meaning given to that term in the Applicable Data Protection Laws.

Documentation: the documents (if any) made available by Logincident to the Customer in connection with the Service including any user guides and/or generic implementation plans.

Effective Date: the date on which the Customer's use of the Service is ready to commence; Logincident and the Customer agree to use reasonable commercial endeavours to commence the Service on the date, if any, stated in the Customer's order form.

Force Majeure Event: one of the events described in condition 19.

General Data Protection Regulation: Regulation of the European Parliament and European Council 2016/679.

Incident Data: all Personal Data and other information which is uploaded to the Service by Authorised Users or automatically collected by Logincident during their use of the Service but excluding Anonymous Incident Data.

Initial Subscription Term: the subscription period selected or otherwise agreed with Logincident which will begin from the Effective Date.

Mobile App: the mobile and tablet application(s) associated with the Service (if any).

Normal Business Hours: 9.00 am to 6.00 pm local UK time, each Business Day.

Order Form: an order for Service provided by Logincident to the Customer and accepted by the Customer.

Payment Period: is defined in condition 12.2.

Personal Data: has the meaning given to that term in the Applicable Data Protection Laws.

Processor: has the meaning given to that term in the Applicable Data Protection Laws.

Product Definition: Logincident's document defining the features of the Service (including any bespoke features agreed between Logincident and the Customer).

Renewal Period: is defined in condition 17.1.

Service: the Logincident software service ordered by the Customer pursuant to an Order Form.

Software: the Mobile App and desktop applications provided by Logincident as part of the Service.

Subscription Fees: the subscription fees payable by the Customer to Logincident for the User Subscriptions as set out in any Order Form (not applicable to free trials).

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

Subscription Year: a period of 12 months commencing on the Effective Date or an anniversary thereof.

Support Services Policy: Logincident's policy or service level agreement for providing support in relation to the Service from time to time in effect. A copy of the current Support Services Policy for the Service is available upon request.

Terms: the terms and conditions set out in this document.

Territory: such territory as has been agreed between Logincident and the Customer in writing and in the absence of such agreement, the United Kingdom only.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to condition 12.1 which entitle Authorised Users to upload information to the Service.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3.2 Headings shall not affect the interpretation of these Terms.

3.3 A reference to a **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

3.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

3.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

3.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

3.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.

3.8 A reference to **writing** or **written** includes faxes and e-mail.

3.9 Where there are joint Customers, a reference to the Customer shall be a reference to all of the joint customers acting jointly and severally, unless the context requires otherwise.

3.10 Except where the context requires otherwise, a reference to our officers, employees, subcontractors and/or shareholders (or any of them) includes a reference to current, former and future officers, employees, subcontractors and/or shareholders (as the case may be).

3.11 In the event of any conflict or inconsistency between these Terms and any Order Form, the provisions of the Order Form shall take precedence.

4. **Mobile App (not applicable to PC/laptop only services)**

4.1 Authorised Users who will be using the Mobile App may download this from such location(s) online as Logincident shall specify. The Customer shall be responsible for ensuring that Authorised Users obtain the Mobile App as directed.

4.2 If requested to do so during the Subscription Term, the Customer shall ensure that Authorised Users download any new version of the Mobile App which is released.

4.3 Logincident's standard privacy notice will be made available to Authorised Users as part of the download process for the Mobile App. Logincident may vary the terms of its privacy notice from time to time where this is reasonably required as a result of laws implemented after the date of download and communicate such changes to Authorised Users.

4.4 Availability of the Mobile App is subject to minimum hardware requirements as stipulated by Logincident from time to time. All hardware is the sole responsibility of the Customer.

5. Service

5.1 Logincident shall, during the Subscription Term, provide the Service and make available the Documentation (if any) to the Customer on and subject to the terms of the Agreement. Logincident will be providing a service to the Customer. No software (whether in executable or source code form) shall be distributed to the Customer (with the exception of any Mobile App, which will be distributed in executable form only). The Customer acknowledges and agrees that the Service and the Mobile App may be modified after the date of this agreement to expand or improve their functionality and features and/or to correct errors without the consent of the Customer being necessary.

5.2 Logincident shall use commercially reasonable endeavours to carry out all maintenance and improvements to the Service without any downtime being experienced by the Customer.

5.3 Logincident will use commercially reasonable endeavours to provide technical support for the Service in accordance with its Support Services Policy at no additional cost to the Customer. However, the Customer shall have no pecuniary remedy or right of termination by reason of breach of the Support Services Policy.

5.4 All maintenance and/or support requests must be communicated to Logincident in accordance with the Support Service Policy or as otherwise directed by Logincident from time to time.

6. User subscriptions

6.1 The price of the Service is subject to the agreed number of User Subscriptions. Each User Subscription allows one Authorised User to upload incident data to the Service. No restriction is placed on the number of individuals within the Customer's organisation who may access the Dashboard to process information which has been collected.

6.2 The Customer undertakes that:

(a) it shall only make the Service available to Authorised Users;

(b) the maximum number of Authorised Users that it permits to upload incident data to the Service shall not exceed the number of User Subscriptions it has purchased from time to time;

(c) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to use the Mobile App to transmit information to the Dashboard;

(d) each Authorised User of the Dashboard shall keep a secure password for his use of the Service and Documentation and that each Authorised User shall keep his password confidential;

(e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Logincident within 5 Business Days of Logincident's written request at any time or times;

(f) it shall permit Logincident to audit the Customer's use of the Service in order to establish the name of each Authorised User. Such audit may be conducted no more than once per quarter, at Logincident's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and

(g) if any of the audits referred to in condition 6.2(f) reveal that the Customer has underpaid Subscription Fees to Logincident, then without prejudice to Logincident's other rights, the Customer shall pay to Logincident an amount equal to such underpayment as calculated in accordance

	with Logincident's prevailing prices within 10 Business Days of completion of the relevant audit.	8.4	Further compliance information relating to Logincident's use of data as Controller is set out in our published privacy notice.		mark all such instructions with the heading: 'Data Protection Notification'. Each notice shall clearly specify the implementation date of the Customer's new instructions within the notice. Not less than 30 days before such instructions are to take effect (or later by agreement with the Customer), Logincident shall confirm whether it is able to implement these instructions and any additional charges and costs which may be payable by the Customer. If the Customer does not agree to these charges or no proposal is provided, or less than 60 days' notice is given, the contract will be deemed to terminate on the day before the Customer's instructions take effect. No fees will be refundable to the Customer where termination occurs in accordance with this clause.
6.3	The Customer shall not and shall ensure that Authorised Users do not access, store, distribute or transmit any Viruses, or any material during use of Service that:	8.5	The Customer shall own all right, title and interest in and to all of the Incident Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Incident Data. This is without prejudice to Logincident's obligations under condition 8.7(c).		
(a)	is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;	8.6	The Customer will be the Controller of the Incident Data.		
(b)	facilitates illegal activity;	8.7	Where Logincident processes Incident Data as Processor for the Customer, Logincident shall:	8.14	The Customer shall notify Logincident within 60 days of termination or expiry of the Agreement whether it wishes to receive a transfer of the Incident Data in accordance with condition 8.7(g). Otherwise, Logincident is instructed to delete the Incident Data. The Customer shall pay Logincident's reasonable charges for supplying the Incident Data in the format requested.
(c)	depicts sexually explicit images;	(a)	process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by European Union law (if applicable) or UK law; in such a case, Logincident shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;	8.15	The Customer shall be responsible for providing all information to Data Subjects, and obtaining all necessary consents (if any), which are required in accordance with Applicable Data Protection Laws in connection with the processing of Incident Data in accordance with these Terms.
(d)	promotes unlawful violence;	(b)	ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;	8.16	The Customer indemnifies Logincident in relation to any losses, costs and expenses which may be incurred by Logincident as a result of regulatory action or claims by Data Subjects arising out of Logincident's processing of Incident Data in accordance with the Customer's instructions from time to time.
(e)	is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or	(c)	take all measures required pursuant to Article 32 of the General Data Protection Regulation;	8.17	The Customer shall be responsible for paying the reasonable fees and costs of Logincident incurred in:
(f)	is otherwise illegal or causes damage or injury to any person or property;	(d)	respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the General Data Protection Regulation for engaging another processor;	(a)	assisting the Customer to comply with specific requests by Data Subjects to exercise their rights under Applicable Data Protection Laws; and/or
	and Logincident reserves the right, without liability or prejudice to its other rights and remedies, to disable the Customer's (and/or any Authorised User's) access to any material that breaches the provisions of this condition 6.3.	(e)	taking into account the nature of the processing, assist the Customer by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the General Data Protection Regulation;	(b)	delivering Incident Data to the Customer following termination of the Agreement if this is requested by the Customer in lieu of deletion.
6.4	The Customer shall not:	(f)	assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation taking into account the nature of processing and the information available to Logincident;	8.18	If the Customer intends that its account or any of its accounts will be accessed from a jurisdiction which is outside of the European Economic Area or Switzerland to view data which did not originate from that jurisdiction it should inform Logincident before the commencement of the Subscription Term. The Customer will ensure the legality of any international transfers of Personal Data and indemnify Logincident in relation to any losses or costs which may be incurred by Logincident as a result of any breach of this condition. Notwithstanding any other provision of these Terms, Logincident shall not be obliged to commence the supply of the Service and may terminate this agreement if it is not satisfied that one of the conditions for the transfer of Personal Data to a third country set out in the Applicable Data Protection Laws is satisfied.
(a)	except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:	(g)	at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless European Union law (if applicable) or UK law requires storage of the Personal Data;		
(i)	and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or	(h)	make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.	8.19	For the avoidance of doubt, nothing in these Terms shall prevent Logincident from making any use it considers appropriate of anonymous, aggregated usage data.
(ii)	attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or	8.8	The Customer instructs Logincident to process Incident Data in accordance with these Terms and in particular to use the Service to collect, store and report on Incident Data. The Customer gives such additional instructions as may be set out within the Customer's order (as accepted by Logincident).	9.	Customisation
(iii)	access all or any part of the Service and Documentation in order to build a product or service which competes with the Service; or	8.9	The Customer instructs Logincident that it may transfer Incident Data to a transferee of its business and all or substantially all of its assets.	9.1	Where Logincident agrees to customise a Service for the Customer, the provisions of this clause 9 will apply.
(b)	attempt to obtain, or assist third parties in obtaining, access to the Service and/or Documentation, other than as provided under this condition 4.	8.10	The Customer gives its general authorisation to Logincident to host and back up Incident Data using its current third party supplier on the basis that the Incident Data is stored and regularly backed up on servers located within the United Kingdom, the European Economic Area or another jurisdiction if there has been a finding of adequacy by the European Commission in relation to the data protection laws of that jurisdiction. Details of Logincident's current suppliers are available upon request.	9.2	Logincident shall provide its customisation services with reasonable care and skill and within a reasonable time.
6.5	The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Logincident.	8.11	The Customer gives its general authorisation to Logincident to appoint any self-employed senior manager or any account manager assigned to the Customer's account whether permanently or on a temporary basis as sub-processor of Incident Data. A list of self-employed personnel is available upon request.	9.3	The Customer shall be responsible for ensuring that the specification for the customised Service is fit for its intended purposes.
6.6	The rights provided under this condition 6 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer unless specified in an Order Form.	8.12	If Logincident proposes to change the identity of a sub-processor for the purpose of either of the general authorisations at conditions 8.10 or 8.11, it shall give the Customer not less than 30 days notice giving the Customer the opportunity to object. If the Customer objects to the change, Logincident shall not make the change in relation to the Customer but shall have the right to terminate the Agreement on giving not less than 60 days' notice. In these circumstances, the Customer will be entitled to a pro rata refund of any charges paid by the Customer which relate to the unexpired period of the Agreement provided that no fees shall be refundable to the Customer where termination occurs in accordance with this condition unless the Customer has reasonable grounds to object to the identity of the sub-processor.	9.4	Logincident shall be the sole owner of all intellectual property rights in the customised Service. The Customer's sole right to use the Customised service will be on an annual subscription basis in accordance with these Terms.
7.	Additional user subscriptions	8.13	The Customer shall give Logincident a period of not less than 60 days' written notice prior to changing its instructions in relation to the processing of Incident Data or withdrawing any sub-processor permission and shall	9.5	The Customer agrees to indemnify and hold harmless Logincident in relation to any claims or losses it may suffer, including in relation to allegations of intellectual property infringement, as a result implementing the instructions of the Customer.
7.1	Subject to condition 7.2 and condition 7.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions.			9.6	Fees for customisation may accrue and become payable on a time and materials, capped fee or fixed fee basis, depending on the agreement between Logincident and the Customer. Where fees are provided on a capped or fixed basis, additional charges may become payable if assumptions change or there are alterations to the agreed scope of works.
7.2	If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Logincident in writing. Logincident shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request.			10.	Logincident's obligations
7.3	If Logincident approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Logincident's invoice, pay to Logincident the relevant fees for such additional User Subscriptions in accordance with Logincident's prevailing rates and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).			10.1	The Service is provided 'as is' without any warranty as to quality or fitness for purpose. Without prejudice to the generality of the foregoing, Logincident:
8.	Information			(a)	does not warrant that the Customer's use of the Service will be uninterrupted or error-free; or that the Service, Documentation and/or the information obtained by the Customer through the Service will meet the Customer's requirements;
8.1	Both parties agree to comply with the Applicable Data Protection laws from time to time.				
8.2	Logincident shall be Controller in relation to the Account Data. This shall be used for the purpose of providing the Service, record-keeping, credit control, account management, marketing and business development.				
8.3	Logincident shall be Controller in relation to Anonymous Incident Data. Consistent with the provision of an anonymous reporting function, the Anonymous Incident Data will not be disclosed to the Customer by Logincident and will be stored but not otherwise processed for any purpose other than investigating an abuse or suspected abuse of the Service or as may be required by law or in connection with the sale of Logincident's undertaking and all or substantially all of its assets..				

<p>(b) does not warrant the completeness or accuracy of the information which the Customer may obtain from the Service; and</p> <p>(c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.</p> <p>10.2 The Agreement shall not prevent Logincident from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.</p> <p>10.3 Logincident will use reasonable commercial endeavours to avoid disruption to the Service when third party software dependencies (including mobile phone operating systems) are upgraded, but shall not be responsible for disruptions in the Service which may be caused by such upgrades.</p> <p>11. Customer's obligations</p> <p>11.1 The Customer shall:</p> <p>(a) provide Logincident with all necessary co-operation in relation to the Agreement;</p> <p>(b) comply with all applicable laws and regulations with respect to its activities under the Agreement;</p> <p>(c) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner (in the event of any delays in the Customer's provision of such assistance as agreed by the parties, Logincident may adjust any agreed timetable or delivery schedule as reasonably necessary);</p> <p>(d) ensure that the Authorised Users use the Service and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement;</p> <p>(e) ensure that its network and systems comply with the relevant specifications provided by Logincident from time to time;</p> <p>(f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Logincident's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.</p> <p>11.2 The Customer shall not without consent use the Service to collect Incident Data at a location outside of the Territory.</p> <p>11.3 The Customer shall be responsible for ensuring that its use of the Service in any country other than the United Kingdom complies with all local laws which may be applicable.</p> <p>12. Charges and payment</p> <p>12.1 The Customer shall pay the Subscription Fees to Logincident for the User Subscriptions in accordance with this condition 12.</p> <p>12.2 The Customer shall forthwith after entering into the Agreement provide to Logincident a purchase order acceptable to Logincident and any other relevant valid, up-to-date and complete contact and billing details and Logincident shall invoice the Customer:</p> <p>(a) for the Subscription Fees payable in respect of the Initial Subscription Term; and</p> <p>(b) subject to condition 17.1, at least 30 days prior to each renewal date for the Subscription Fees payable in respect of the next Renewal Period,</p> <p>and the Customer shall pay each invoice by the earlier of 30 days after the date of such invoice or the target Effective Date stated in the Customer's order form (Payment Period) without any set off or deduction.</p> <p>12.3 If Logincident has not received payment within the Payment Period, and without prejudice to any other rights and remedies of Logincident:</p> <p>(a) Logincident may, without liability to the Customer, disable the Customer's password(s), account and access to all or part of the Service and Logincident shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and</p> <p>(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.</p> <p>12.4 All amounts and fees stated or referred to in the Agreement:</p> <p>(a) shall be payable in pounds sterling;</p>	<p>(b) are, subject to conditions 16.7, non-cancellable and non-refundable;</p> <p>(c) are exclusive of value added tax, which shall be added to Logincident's invoice(s) at the appropriate rate.</p> <p>12.5 If, at any time whilst using the Service, the Customer exceeds the amount of storage space purchased by the Customer (where storage space has been capped in the Agreement), Logincident shall charge the Customer, and the Customer shall pay, Logincident's then current excess data storage fees.</p> <p>12.6 Logincident shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to condition 7.3 and/or the excess storage fees payable pursuant to condition 12.5 at the start of each Renewal Period provided that at least 60 days' prior notice has been given to the Customer.</p> <p>12.7 Logincident may refuse to grant access to the Service until payment has been made, whereupon the Effective Date will be postponed to 7 days after receipt of the required funds.</p> <p>13. Proprietary rights</p> <p>13.1 The Customer acknowledges and agrees that Logincident and/or its licensors own all intellectual property rights in the Service and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Documentation.</p> <p>13.2 The Customer acknowledges that Logincident may use (without charge or royalty) ideas for enhancements or improvements to the Service or any new services which may be suggested by the Customer or any of the Customer's personnel.</p> <p>14. Confidentiality</p> <p>14.1 Logincident's Confidential Information comprises the detailed ideas embodied in the Service, Software and/or Documentation, including architecture, flows, screen layouts, etc.</p> <p>14.2 The Customer's Confidential Information comprises the Incident Data and Anonymous Incident Data.</p> <p>14.3 Each party will be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:</p> <p>(a) is or becomes publicly known other than through any act or omission of the receiving party;</p> <p>(b) was in the other party's lawful possession before the disclosure; or</p> <p>(c) is lawfully disclosed to the receiving party by a third party unconnected with the disclosing party.</p> <p>14.4 Each party shall hold the other's Confidential Information in confidence and, unless required by law or pursuant to the provisions of this condition, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement. Logincident may disclose Confidential Information to third parties who provide services to us and in connection with the sale (or potential sale) of Logincident or all or substantially all of its business.</p> <p>14.5 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.</p> <p>14.6 Logincident shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.</p> <p>14.7 This condition 14 shall survive termination, however arising, or expiry of the Agreement for a period of two (2) years.</p> <p>15. Indemnity</p> <p>15.1 The Customer shall defend, indemnify and hold harmless Logincident against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Service and/or Documentation.</p> <p>15.2 Nothing in the Agreement shall require Logincident to take any action to enforce any intellectual property rights in the Service (or any part of it).</p> <p>16. LIMITATION OF LIABILITY</p> <p>16.1 This condition 16 sets out the entire financial liability of Logincident (including any liability for the acts or</p>	<p>omissions of its employees, agents and sub-contractors) to the Customer:</p> <p>(a) arising under or in connection with the Agreement;</p> <p>(b) in respect of any use made by the Customer of the Service and Documentation or any part of them; and</p> <p>(c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.</p> <p>16.2 Except as expressly and specifically provided in the Agreement:</p> <p>(a) the Customer assumes sole responsibility for results obtained from the use of the Service and the Documentation by the Customer, and for conclusions drawn from such use;</p> <p>(b) Logincident shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Logincident by the Customer in connection with the Service, or any actions taken by Logincident at the Customer's direction; and</p> <p>(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.</p> <p>16.3 Nothing in these Terms excludes the liability of Logincident:</p> <p>(a) for death or personal injury caused by Logincident's negligence; or</p> <p>(b) for fraud or fraudulent misrepresentation.</p> <p>16.4 Subject to condition 16.3:</p> <p>(a) Logincident shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement;</p> <p>(b) Logincident's total aggregate liability for all claims taken together, in contract, tort (including without limit negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement in each Subscription Year shall, after all other restrictions on liability under these Terms whether in this condition 16 or otherwise have been taken into account, be limited to charges received by Logincident in relation to the Customer's use of the Service and any customisation of the Service during that Subscription Year (net of VAT) (€Nil in the case of free trials), excluding for the avoidance of doubt charges for ancillary services such as training (this restriction does not apply to deliberate breaches of contract calculated to harm the Customer's business);</p> <p>(c) the Customer shall not bring any claims arising from the use of the Service, whether under contract, tort (including without limit negligence) or otherwise, against any officer, employee, subcontractor or shareholder of Logincident (or any of Logincident's 'subsidiaries' or 'holding companies' as those terms are defined in the Companies Act 2006); and</p> <p>(d) the Customer acknowledges that the Service has not been developed to its individual requirements and that the Customer is responsible for ensuring that the Service is fit for its intended purpose(s).</p> <p>16.5 Condition 16.4(b) shall not apply to:</p> <p>(a) unauthorised acquisition, access, use, or disclosure of Incident Data or confidential corporate information; or</p> <p>(b) prevention of authorised electronic access to Incident Data;</p> <p>due to breach of Logincident's technical or organisational security measures.</p> <p>Logincident's liability for losses caused by the events described in this condition 16.5 shall be limited to the indemnity recovered or recoverable under its professional indemnity insurance. Evidence of cover is available upon request. Logincident agrees not to reduce or cancel cover in relation to the risks listed in this condition during the Subscription Term if insurance continues to be available at reasonable commercial rates.</p> <p>16.6 The Customer acknowledges that Logincident are not legal advisers and no warranty is given that use of the Service and/or the Documentation will achieve compliance with any laws or regulations or the rules of any accrediting bodies.</p> <p>16.7 If the Customer should terminate the Agreement pursuant to condition 17.3 or Logincident should terminate the Agreement pursuant to condition 17.4, the Customer's sole remedy shall be to receive (within 30 days of the termination date) a refund of any subscription fees paid to Logincident in relation to use of the Service during that part of the Subscription Term which had not</p>
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	expired when the Agreement was terminated (calculated pro rata).	in writing to the Customer or one Business Day's notice in the case of a free trial.	25.2	Logincident may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Agreement.
16.8	Logincident does not warrant that it has obtained any licence or permission required to sell or use the Service in any jurisdiction other than the United Kingdom.		26.	No partnership or agency
17.	Term and termination			Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
17.1	The Agreement shall, unless otherwise terminated as provided in this condition 17 or otherwise stated in an Order Form, continue until the end of the Initial Subscription Term and, thereafter (unless the Initial Subscription Term is a trial or pilot period lasting for less than 12 months), the Agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:	(a) all licences granted under the Agreement shall immediately terminate;		
	(a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or	(b) the Customer shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to Logincident; and	27.	Third party rights
	(b) otherwise terminated in accordance with the provisions of the Agreement.	(c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.		The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 save that those parties referred to in condition 16.4(c) may, with the permission of Logincident enforce that condition. Nothing in these Terms shall require the parties to the Agreement to obtain the consent of any third party prior to any variation or termination of the Agreement (even if it affects or abrogates the rights of that third party).
17.2	Without affecting any other right or remedy available to it, Logincident may terminate the Agreement with immediate effect by giving written notice to the other party if:	18. Insurance	28.	Notices
	(a) the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default for not less than 7 days;	Logincident currently maintains professional indemnity insurance which provides for an indemnity of £1,000,000 in relation to each claim. Without prejudice to the other restrictions on Logincident's liability under these Terms, our total aggregate liability for any claim (other than a claim relating to injury to person or property) arising under or in connection with the Agreement or the provision of the Service shall not exceed the level of our professional indemnity insurance from time to time.	28.1	Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery to the recipient's registered office address or principal place of business or by email to info@logincident.com (in the case of Logincident) and in the case of the Customer, the (or an) administration email address associated with the Customer's account from time to time.
	(b) the Customer (or any joint Customer) commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;	19. Force majeure	26.2	A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.
	(c) the Customer (or any joint Customer) repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;	Logincident shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Logincident or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default or other action of suppliers or sub-contractors.	29.	Time of the Essence
	(d) the Customer (or any joint Customer) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;	20. Variation	30.	Survival
	(e) the Customer (or any joint Customer) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;	No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).	31.	Governing law
	(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (or any joint Customer) other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;	21. Waiver	32.	Jurisdiction
	(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (or any joint Customer);	No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.	32.1	Without prejudice to condition 32.2, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
	(h) the holder of a qualifying floating charge over the assets of the Customer (or any joint Customer) has become entitled to appoint or has appointed an administrative receiver;	22. Rights and remedies	32.2	Logincident shall be entitled to commence and prosecute proceedings against the Customer in any jurisdiction where the Customer has a place of establishment.
	(i) a person becomes entitled to appoint a receiver over the assets of the Customer (or any joint Customer) or a receiver is appointed over the assets of the Customer;	20.1 The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies of Logincident provided by law.		
	(j) a creditor or encumbrancer of the Customer (or any joint Customer) attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's (or any joint Customer's) assets and such attachment or process is not discharged within 14 days;	20.2 The Customer's rights and remedies are solely as set out in these Terms.		
	(k) any event occurs, or proceeding is taken, with respect to the Customer (or any joint Customer) in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 17.2(d) to condition 17.2(j) (inclusive); or	23. Severance		
	(l) the Customer (or any joint Customer) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.	23.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.		
17.3	The Customer shall be entitled to terminate the Agreement immediately upon giving written notice to Logincident if the Service is completely unavailable for longer than 3 consecutive Business Days where the lack of availability is not due to the actions (or omissions of the Customer) or a Force Majeure Event.	23.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.		
17.4	Logincident shall be entitled to terminate the Agreement for convenience on giving not less than 60 days' notice	24. Entire agreement		
		24.1 These Terms, together with the documents referred to herein and the commercial terms agreed between Logincident and the Customer in writing relating to the Subscription Term, Subscription Fees, Territory and number of Authorised Users, constitute the whole agreement between the parties and relating to their subject matter and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.		
		24.2 The Customer acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.		
		25. Assignment		
		25.1 The Customer shall not, without the prior written consent of Logincident, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.		