

CUANA LLC

DOCREAD 365 SOFTWARE AS A SERVICE AGREEMENT

Version: 4.0, 2025-02-24

THIS SOFTWARE AS A SERVICE AGREEMENT ("**SAAS**", "**TERMS**", "**TERMS AND CONDITIONS**") IS A LEGAL AGREEMENT BETWEEN YOU ("**CUSTOMER**", "**YOU**") AND CUANA LLC OF 5114 POINT FOSDICK DR, STE F PMB 1106, GIG HARBOR, WA 98335, UNITED STATES ("**SERVICE PROVIDER**", "**WE**", "**US**", "**CUANA**") FOR:

- DOCREAD 365 COMPUTER SOFTWARE, INCLUDING ONLINE SERVICES COMPRISED OF THE DOCREAD SHAREPOINT APP, THE DOCREAD COCKPIT WEB SITE, DOCREAD ADD-ON MODULES AND ALL THE ASSOCIATED BACKEND API SERVICES INCLUDING THE DATA SUPPLIED WITH THEM ("**SAAS SERVICES**"); AND
- PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("**DOCUMENTS**").

WE LICENSE USE OF THE SAAS SERVICES AND DOCUMENTS TO YOU ON THE BASIS OF THESE TERMS. WE REMAIN THE OWNERS OF THE SAAS SERVICES AND DOCUMENTS AT ALL TIMES.

THE SAAS SERVICES ARE LICENSED FOR USE ONLY IN CONJUNCTION WITH MICROSOFT SHAREPOINT ONLINE (ALSO KNOWN AS OFFICE365)

IMPORTANT NOTICE TO ALL USERS:

BY AGREEING WITH THE QUOTE OR SELECTING "I AGREE" AND CLICKING THE PROCEED "BUTTON" DURING THE DOCREAD INSTALLATION PROCESS AND USING THE SAAS SERVICES YOU AGREE TO THESE TERMS

IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT CLICK THE "PROCEED" BUTTON AND MUST DISCONTINUE THE INSTALLATION PROCESS

We reserve the right to make changes to these Terms. If we change these Terms after you have accepted them, we will notify you of the changes ("**New Terms**") either by in-app notification or email to the email address you provided when you signed up for the SaaS Services. You must notify us within 30 days of being notified of the New Terms if you do not agree to them. If you do not agree to the New Terms, you must not use the SaaS Services, and these Terms will immediately terminate. We will refund you the unused part of the Fees, on a pro rata basis, for the remaining Term.

You should print a copy of these Terms for future reference. You can also download a [PDF copy of this agreement here](#).

1 Definitions and Interpretation

- In these Terms, unless the context otherwise requires, the following expressions have the following meanings:
 - "**Contract**" means the contract for the licence of the Software and where applicable supply of the Services, formed by Cuana's acceptance (which, however made or communicated, shall be deemed made subject to these Conditions);

- **“Contract Year”** means a period of 12 months commencing on the Commencement Date and each anniversary thereof;
- **“SaaS Infrastructure”** means Cuana's computer hardware, firmware, and communications infrastructure, which is used to facilitate access to the SaaS Services by the Customer;
- **“Add-on Module Services”** refers to additional services that can be included in the SAAS Services. By default, no add-on module services are included in the SAAS Services unless explicitly listed in the quote.
- **“Business Day”** means any day other than Saturday or Sunday that is not a bank or public holiday;
- **“Business Hour”** means any time between 9:00 am and 6:00 pm on a Business Day, during which Cuana is open for business;
- **“Commencement Date”** means the date the Customer accepts these Terms;
- **“Confidential Information”** means all business, technical, financial, or other information created or exchanged between the Parties throughout the Term of these Terms;
- **“Customer Computer Systems”** means the Customer's computer hardware, firmware, software, and communications infrastructure through and on which the SaaS Services are to be used;
- **“Customer Data”** means any data belonging to the Customer or to third parties and used by the Customer under licence which is created using the SaaS Services or otherwise stored in the SaaS Infrastructure;
- **“Fees”** means the sums payable by the Customer in return for access to the SaaS Services, the SaaS Infrastructure and support services provided by Cuana in accordance with Clauses 4 and 12 and the Quote of these Terms;
- **“Intellectual Property Rights”** means all vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, and database rights;
- **“Order Confirmation”** means Cuana's confirmation of Customer's purchase order;
- **“Quote”** means Cuana's pre-contract offer to the Customer setting out the SaaS Services, price, number of Users and Term of the Services, and incorporating Cuana's applicable policies and third party licences if applicable;
- **“DocRead Assignments”** Means assignments that are automatically created by the SaaS Service and are assigned to a Licensed User;
- **“Service”** means, collectively, the SaaS Services, SaaS Infrastructure and support services provided by Cuana to the Customer;
- **“Users”** means an employee of the Customer who shall, from time to time, access the Applications through the SaaS Infrastructure;

- **“Licensed User”** means a single individual who is an officer or employee of the Customer who is authorised by the Customer to use the SaaS Services to give and/or be given DocRead Assignments;
- **“Data Protection Legislation”** means:
 1. to the extent the UK GDPR (as defined in section 3(10)(as supplemented by section 205(4) of the Data Protection Act 2018) applies, the law of the UK or of a part of the UK which relates to the protection of Personal Data; or
 2. to the extent EU GDPR (the General Data Protection Regulations (EU 2016/679)) applies, the law of the EU or any member state of the EU to which the Customer is subject, which relates to the protection of Personal Data; or
 3. to the extent applicable, the data protection or privacy laws of any other country
- **“Support Channels”** means:
 1. Email: support@collaboris.com; and
 2. Support website: <https://helpdesk.collaboris.com>.

1.2. Unless the context otherwise requires, each reference in these Terms to:

- 1.2.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3. “these Terms” is a reference to these Terms and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4. a Clause, sub-Clause or paragraph is a reference to a Clause of these Terms.

1.3. The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.

1.4. Words imparting the singular number shall include the plural and vice versa.

1.5. References to any gender shall include the other gender.

2 The Service

- 2.1. Cuana shall, with effect from the Commencement Date, provide the Service to the Customer on a non-exclusive basis for the duration of the Term of these Terms and in accordance with the terms and conditions of these Terms.
- 2.2. Cuana shall provide access to the SaaS Services through the SaaS Infrastructure and shall use its best and reasonable endeavours to ensure that such access is available, without interruption, 24 hours a day, 7 days a week, 365 days a year. This undertaking shall be subject to the exceptions contained in Clauses 4, 12, 18 and 19 of these Terms.

3 Term

- 3.1. The Service will be provided by Cuana during the term of these Terms ("**Term**"), which shall commence on the Commencement Date and will continue until 12 months from Commencement Date unless otherwise terminated in accordance with Clause 19 or clause 3.3 of these Terms.
- 3.2. Unless terminated with a written notice of at least 30 days before the end of the current Term, a new Term of 12 months shall automatically commence, and Customer may not terminate this agreement in this new Term.
- 3.3. Cuana shall provide the Service to the Customer free of charge for an initial period of 2 weeks unless otherwise stated in the Quote ("**Trial Period**"). Cuana, in its sole discretion, at any time prior or during the Trial Period, may discontinue the provision of the Services and terminate the contract with immediate effect. The Customer may cancel the contract at any time during the Trial Period.
- 3.4. Once the Trial Period has elapsed, the Customer shall be bound by the Term of the contract and may not cancel the contract nor obtain a refund on the Fees from Cuana.
- 3.5. Cuana shall specify the details of this Clause 3 in the Quote which the Customer may accept or reject before the initial term commences.

4 Fees and Payment

- 4.1. Cuana shall specify the Fees due and from the Customer and terms of payment for the Service in the Quote.
- 4.2. In the event that the Customer does not pay all Fees due within the time period specified in sub-Clause above, Cuana shall suspend the Customer's use of the Service by whatever means it deems appropriate, subject to the requirement that such shall not disrupt any other of the Customer's operations.
- 4.3. In the event that the Customer fails to pay under sub-Clause 4.3 then, without prejudice to sub-Clause 4.3, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over the Bank of England base rate obtaining at the time.
- 4.4. Cuana reserves the right to vary the Fees from time to time as it may deem appropriate. The Customer shall receive 60 days' written notice of any such variation. Such variations shall take effect upon expiry of such notice.
- 4.5. No payment shall be deemed to have been received until Cuana has received cleared funds.
- 4.6. All payments payable to Cuana under this contract shall become due immediately on its termination despite any other provision.
- 4.7. The Customer shall make all payments due under this contract in full without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

5 The SaaS Services

- 5.1. The SaaS Services to which the Customer shall have access are detailed the Quote to these Terms.

- 5.2. The Customer may add users or upgrade the Service during the term but may not reduce the number of users or downgrade the Service Cuana. The Fees shall be amended accordingly in the event of such modification.

6 Training

- 6.1. Cuana provides and maintains, at its own discretion, a series of online guides, videos and knowledge base articles at its web sites "collaboris.com" and "<https://docs.docread.app>" that it makes available to Customer.
- 6.2. In the event that any Users require training in order to use the SaaS Services, it shall be the responsibility of the Customer to ensure that all Users are appropriately trained and to bear any costs associated with such training. Save for essential induction advice to new Customers, Cuana is under no obligation to provide training of any kind under this agreement .

7 Security

- 7.1. Cuana does not store Users' passwords or login names in the SaaS Services. The Customer is responsible for maintaining the security of the Users' accounts and passwords. Cuana cannot and will not be liable for any loss or damage from failure to comply with this security obligation. We recommend all users to setup Two factor authentication with their identity provider for added security.
- 7.2. The Customer is responsible for all content sent to the System by its users and all activity that occurs under its users' accounts.
- 7.3. Cuana is responsible for taking measures to protect and secure the Customer data through backups, redundancies and encryption. Cuana enforces encryption of data transmission from the public internet.

8 Maintenance and Upgrades

- 8.1. Cuana is entitled to make updates, enhancements and improvements to the service.
- 8.2. Subject to the provisions of Clause 12, the Customer shall be responsible for all maintenance and upgrades to the Customer Computer Systems which may from time to time be required.
- 8.3. Unless maintenance is corrective in nature, Cuana will use reasonable enheavours to provide at least 5 Business Days' notice of any maintenance which may affect the Customer's use of the Service. Cuana shall use reasonable endeavours to provide as much notice as possible in the case of corrective maintenance, however advance notice may not always be possible.

9 SaaS Services Licences

- 9.1. The Customer shall use all SaaS Services under a non-exclusive, non-transferrable licence, as set out in these Terms. This licence permits a maximum number of Licensed Users (stated in the Quote) to access the SaaS Services at any given time and such access is only permitted through the DocRead SharePoint App and the DocRead Cockpit site
- 9.2. All SaaS Services provided by Cuana are the property of Cuana unless otherwise stated and shall be covered by the terms of the licence included in these Terms.

- 9.3. Where SaaS Services are the property of a third party, Cuana warrants that they have all requisite authority to sub-licence such SaaS Services to the customer for the purposes of these Terms and for use under its terms.

10 SaaS Services and SaaS Infrastructure Terms of Use

- 10.1. Under these Terms, as indicated in sub-Clause 9.1 above, a maximum number of Licensed Users may access the SaaS Services.
- 10.2 Users' access to the SaaS Services and the SaaS Infrastructure shall be controlled by means of username and password.
- 10.3 Should the Customer require an increased maximum number of Licensed Users, such an increase shall be permitted at the exclusive discretion of Cuana. Cuana reserves the right to increase Fees proportionately, in accordance with the Quote, in the event of an increase in the maximum number of Licensed Users.
- 10.4 The Customer shall use the Service exclusively for the purposes of carrying on its business.
- 10.5. Cuana shall monitor the Customer's use of the SaaS Services and SaaS Infrastructure from time to time to ensure compliance with the terms and conditions of these Terms and with the Fair Usage Policy, which is available at all times at <https://docs.docread.app/fair-usage-policy> linked in the Quote and Incorporated into these Terms. In the event that the Customer's use of the Service exceeds levels deemed reasonable by the Fair Usage Policy, Cuana reserves the right to increase Fees, pause or cancel the service,
- 10.6. The Customer is exclusively responsible for its use of the Service, including the conduct of individual Users and must ensure that all use is in accordance with these Terms. The Customer shall notify Cuana immediately of any breaches of these Terms by any Users.
- 10.7. Access to the SaaS Service is only permitted through via the SaaS Infrastructure. Under no circumstances may the Customer download, store, reproduce or redistribute the SaaS Services or any other part of the SaaS Infrastructure, without first obtaining the express written permission of Cuana
- 10.8. The Customer's use of the SaaS Services and SaaS Infrastructure may, from time to time, be governed by statutory or regulatory rules and requirements external to the terms and conditions of these Terms. It shall be the Customer's exclusive responsibility to ensure that their use of the Service is in compliance with any such laws.
- 10.9. The Customer's use of the Service shall be subject to the following limitations, any of which may be waived by Cuana giving their express written consent:
 - 10.9.1 The Customer may not use or redistribute the SaaS Services or the SaaS Infrastructure for the purpose of conducting the business of an Application Service Provider;
 - 10.9.2. The Customer may not redistribute or reproduce the SaaS Services or the SaaS Infrastructure through any network; and
 - 10.9.3. The Customer may not allow any unauthorised third party to access the SaaS Services or the SaaS Infrastructure.

- 10.10. Neither the Customer, nor anyone on their behalf may, in the absence of written consent from Cuana:
 - 10.10.1. Make changes of any kind to the SaaS Services or the SaaS Infrastructure; or
 - 10.10.2. Attempt to correct any fault or perceived fault in the SaaS Services or the SaaS Infrastructure.

11 Customer Computer Systems

- 11.1. Where, in the opinion of Cuana, Customer Computer Systems are likely to cause disruption to the SaaS Infrastructure, Cuana may request that the Customer disconnects from the SaaS Infrastructure until advised that reconnection is possible. Cuana may require changes such as upgrades or equipment replacement to be made to the Customer Computer Systems prior to reconnection.
- 11.2. In the event of any unauthorised access by the Customer of SaaS Services or the SaaS Infrastructure, in breach of sub-Clause 10.3 or otherwise Cuana shall be entitled to terminate access indefinitely or temporarily as it deems appropriate and to terminate these Terms in accordance with Clause 19 below.
- 11.3. The Customer shall ensure that no Customer Computer Systems are connected to a third party SaaS system or other service, communications system or network in such a way that the Service may be accessed by unauthorised third parties.

12 Support

- 12.1. Cuana shall provide online support services during their normal business hours of 9:00 am to 5:00 pm Monday to Friday (UK time), such business hours to exclude public holidays in the UK, using the Support Channels
- 12.2. The support provided by Cuana shall relate only to the SaaS Services and SaaS Infrastructure. Any problems which are related to Customer Computer Systems must be resolved by the Customer's own support staff.
- 12.3. When seeking support, the Customer shall:
 - 12.3.1. Co-operate with Cuana in performing the Support Services and provide any assistance (including, without limitation technical and/or business personnel) or information as may reasonably be required by Cuana, including in relation to the diagnosis of any faults; and
 - 12.3.2. Report faults promptly to Cuana.
- 12.4. Whenever possible, Cuana shall provide a workaround solution to the Customer to enable the Customer's continued use of the Service or to enable use that is as close to normal as is possible under the prevailing circumstances.
- 12.5. Cuana shall only provide support in respect of the following:
 - 12.5.1. Incidents caused by faults in Cuana's SaaS Services and components;
 - 12.5.2. Installation and advice related to installation and configuration of Cuana's SaaS Services.

- 12.6. Cuana shall not have obligation to provide support in respect of the following:
 - 12.6.1. Information and or advice related to the use, design, configuration or troubleshooting of any other third-party organisation or open standards based technologies; or
 - 12.6.2 Bugs, errors and failures on any other third-party tools used by the Customer;
 - 12.6.3. Misuse or incorrect use of the SaaS Services from whatever cause (other than any act or omission by Cuana), including failure or fluctuation of electrical power;
 - 12.6.4. Any modification not authorised by Cuana resulting in a departure from the terms agreed under this Agreement; or
 - 12.6.5. Operator error
- 12.7. Once a support incident has been raised via the Support Channels, Cuana will respond within one Business Day. In most cases we use reasonable endeavours to provide a resolution within this time, however, depending upon the issue raised, we may take longer.
- 12.8. The Customer acknowledges and agrees that if Cuana's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, then notwithstanding anything to the contrary to this Agreement:
 - 12.8.1. Cuana shall not be liable for any costs, charges or losses incurred by the Licensee in respect of any such failure to perform such obligation or any such prevention or delay; and
 - 12.8.2. Any time for performance of such obligation shall be reasonably extended by the period of such prevention or delay.

13 Intellectual Property

- 13.1. Subject to sub-Clause 13.2 all Intellectual Property Rights subsisting in the SaaS Services and the SaaS Infrastructure, including any supporting SaaS Services and documentation are the property of Cuana. For the purposes of this Clause 13, "SaaS Services" and "SaaS Infrastructure" along with supporting SaaS Services and documentation are taken to include the manner in which all such material is compiled and presented.
- 13.2. Where expressly indicated, the Intellectual Property Rights subsisting in certain SaaS Services including any supporting SaaS Services and documentation may be the property of named third parties.
- 13.3. The Customer shall not either during the term or after the expiry of these Terms permit or cause to occur any infringement of any Intellectual Property Rights covered by this Clause 13. Use by the Customer and its employees of the Service shall be only within the terms of these Terms.
- 13.4. The Customer shall not, in the absence of Cuana's written consent, reproduce, adapt, translate, reverse-engineer, or make available to any third party any of the SaaS Services, any part of the SaaS Infrastructure, or any other material associated with these Terms where such activity goes beyond the scope of actions permitted by the terms and conditions of these Terms.
- 13.5 Where the Customer either suspects or is aware of any breach of Intellectual Property Rights covered by this Clause 13 it shall be under a duty to inform Cuana of such breach immediately.

14 Customer Data

- 14.1. Subject to sub-Clause 14.2 all Intellectual Property Rights subsisting in Customer Data are and shall remain the property of the Customer.
- 14.2. Certain Customer Data may belong to third parties. In such cases, the Customer warrants that all such Customer Data is used with the consent of relevant third parties.
- 14.3. The Customer agrees that Cuana may create back ups of the Customer Data for the purpose of restoring the Service and the Customer Data in the event of failure of the Service.
- 14.4. Cuana shall comply with all applicable Data Protection Legislation. In accordance with the Data Protection Legislation, the Customer will be a controller and Cuana will be processor of any personal data that is processed pursuant to the provision of the SaaS Services.
- 14.5. The Customer Data is processed in accordance with the "Data Processing Agreement" which is available at all times at <https://docs.docread.app/data-processing-agreement> and referenced and linked in the Quote.

15 Confidentiality

- 15.1. During the Term of these Terms and after the termination or expiration of these Terms for any reason, Cuana shall use its best and reasonable endeavours to ensure that all Customer Data is kept secure and confidential. Cuana shall not, in the absence of express written consent from the Customer, disclose Customer Data to any third party unless such disclosure is required by law in which case the Customer shall be notified in writing of the disclosure.
- 15.2. During the Term of these Terms and after termination or expiration of these Terms for any reason for a period of 6 years starting on the termination date, the following obligations shall apply to the Party receiving Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party").
- 15.3. Subject to sub-Clause 15.4, the Receiving Party:
 - 15.3.1. may not use any Confidential Information for any purpose other than the performance of their obligations under these Terms;
 - 15.3.2. may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and
 - 15.3.3. shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information.
- 15.4. The obligations of confidence referred to in this Clause 15 (excluding sub-Clause 15.1) shall not apply to any Confidential Information that:
 - 15.4.1. is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;
 - 15.4.2. is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

- 15.4.3. is required to be disclosed by any applicable law or regulation; or
- 15.4.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect thereof and who imposes no obligations of confidence upon the Receiving Party.
- 15.5. Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this Clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which they may be entitled.
- 15.6. The obligations of the Parties under all provisions of this Clause shall survive the expiry or the termination of these Terms irrespective of the reason for such expiry or termination.

16 Liability

- 16.1. Except as expressly set out in the Contract, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- 16.2. Nothing in the Contract limits or excludes the liability of either party for: death or personal injury resulting from negligence; or for any damage or liability incurred by a party as a result of fraud by the other party; or for any liability that, by law, cannot be limited or excluded.
- 16.3. To the fullest extent permitted by law, Cuana's total liability during the Trial Period is £0.
- 16.4. Subject to conditions 16.2 and 16.3 above:
 - 16.4.1. Cuana shall not be liable for any: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - 16.4.2. Cuana's total liability arising under or in connection with this Contract, in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise shall be limited to the Fees payable in the Contract Year in which liability first arose; and
 - 16.4.3. in respect of all other liabilities not falling within the scope of condition 16.4.2 above, to £1,000.

17 Indemnity

- 17.1. The Customer shall fully indemnify Cuana against all costs, expenses, liabilities, losses, damages, and judgments that Cuana may incur or be subject to as a result of any of the following:
 - 17.1.1. The Customer's misuse of the SaaS Services, SaaS Infrastructure or any other element of the Service;
 - 17.1.2. The Customer's breach of these Terms; or
 - 17.2.3. The Customer's negligence or other act of default.

- 17.2. Cuana shall be under no obligation to indemnify the Customer against any costs, expenses, liabilities, losses, damages, and judgments that the Customer may incur or be subject to arising out of any matter covered by these Terms.

18 Force Majeure

- 18.1. Neither Cuana nor the Customer shall be liable for breaching these Terms where that breach results from Force Majeure.
- 18.2. Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: power failure, internet service provider failure, industrial action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

19 Termination

- 19.1. Cuana reserves the right to terminate these Terms or to suspend the Service immediately without notice in the following circumstances:
 - 19.1.1. If the Customer fails to pay Fees due under Clause 4 of these Terms;
 - 19.1.2 If the Customer is in breach of the terms of these Terms;
 - 19.1.3. If the Customer becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;
 - 19.1.4. If the Customer is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or
 - 19.1.5. If the Customer has a receiver, manager, administrator, or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.
- 19.2 The Customer reserves the right to terminate these Terms in the following circumstances:
 - 19.2.1. If Cuana is in breach of the terms of these Terms;
 - 19.2.2. If Cuana becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;
 - 19.2.3. If Cuana is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or
 - 19.2.4. If Cuana has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.
- 19.3. Without limiting clause 19.1, Cuana may terminate these Terms without cause by providing the Customer 30 days' written notice. If Cuana terminates these Terms under this clause 19.3, Cuana shall

refund the Customer the Fees, on a pro rata basis, for the remainder of the then current Term for which the Customer has paid for the SaaS Services.

- 19.4. Without limiting clause 19.1, Cuana may terminate any Add-on Modules Services without cause by providing the Customer 7 days' written notice. If Cuana terminates these Terms under this clause 19.4, Cuana shall refund the Customer the Fees paid for the Add-on Module Services, on a pro rata basis, for the remainder of the then current Term for which the Customer has paid for the Add-on Module services.
- 19.5. Within 5 Business Days of the termination of these Terms in accordance with this Clause 19 or the expiry of these Terms, the Customer shall uninstall or otherwise remove any means of access to the SaaS Services Immediately following taking such action, the Customer shall inform Cuana in writing that such action has been taken.
- 19.6. Within 10 working days of the termination of these terms Cuana shall delete all of the customer data generated and stored as part of providing the Service.

20 Notices

- 20.1. All notices under these Terms shall be in writing.
- 20.2. Notices shall be deemed to have been duly given:
 - 20.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2. when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 20.3. In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21 Relationship of Parties

- Nothing in these Terms shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between Cuana and the Customer.

22 Assignment

- 22.1. The Customer shall not, without the prior written consent of Cuana, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement
- 22.2. Cuana may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement

23 Severance

- The Parties agree that, in the event that one or more of the provisions of these Terms is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

24 Entire Agreement

- 24.1. These Terms, the Data Processing Agreement and the Quote embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of these Terms. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these Terms the Data Processing Agreement and the Quote, save for any representation made fraudulently.
- 24.2. Unless otherwise expressly provided elsewhere in these Terms, these Terms may be varied only by a document signed by both of the Parties.

25 No Waiver

- The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

26 Non-Exclusivity

- The relationship between the Parties under these Terms is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

27 Law and Jurisdiction

- 27.1. These Terms shall be governed by the laws of England and Wales.
- 27.2. Any dispute between the Parties relating to these Terms shall fall within the exclusive jurisdiction of the courts of England and Wales.