



## **Software as a Service Terms and Conditions**

This Software as a Service (SaaS) Agreement (“Agreement”) governs the use of the Schools BI platform and services. By accessing or using the Schools BI platform, you (the “Client”) agree to be bound by the terms of this Agreement. If you do not agree to these terms, you must not use the Services. This Agreement is effective as of the date the Client first accesses the Schools BI platform (“Effective Date”).

## 1. Definitions

- "Services": Access to the Schools BI software platform, including associated support and maintenance.
- "Authorised Users": Individuals authorised by the Client to use the Services.
- "Client Data": Any data provided or uploaded by the Client or its Authorised Users.
- "Subscription Fees": The fees payable by the Client for the Services, as agreed during onboarding or in commercial documentation.
- "Installation": The date on which the Client is first provided with access to the Schools BI platform.

## 2. Licence and Access

2.1 Schools BI grants the Client a non-exclusive, non-transferable right to permit Authorised Users to access and use the Services for internal business purposes during the Term.

2.2 The Client shall not:

- (a) Copy, modify, or create derivative works of the Services;
- (b) Disassemble, decompile, or reverse engineer any part of the Services;
- (c) Resell, sublicense, or make the Services available to any third party except Authorised Users.

## 3. Service Availability and Support

3.1 Schools BI will use reasonable endeavours to make the Services available 99.5% of the time each calendar month, excluding scheduled maintenance.

3.2 Support is provided during UK business hours (9:00–17:00, Monday to Friday, excluding public holidays) via email and ticketing system.

## 4. Client Obligations

4.1 The Client shall ensure that:

- (a) Authorised Users comply with this Agreement;
- (b) It provides accurate and lawful Client Data;
- (c) It does not use the Services for any unlawful or unauthorised purpose.

## 5. Fees and Payment

5.1 Subscription Fees are invoiced on the earlier of (i) an agreed fixed date; or (ii) the date of Installation. Payment is due within 7 days from the invoice date unless otherwise agreed.

5.2 Fees are exclusive of VAT and other applicable taxes unless otherwise stated.

5.3 Late payments may accrue interest at 4% per annum above the Bank of England base rate.

5.4 Subscription Fees increase annually by the UK Consumer Price Index (CPI) plus 3%. If CPI is negative, only the 3% uplift applies.

5.5 If the Client adds users, modules, or services that increase Annual Recurring Revenue (ARR), the change will be charged pro rata for the remainder of the term. A new term may be agreed where scope materially changes.

## 6. Data Protection and Security

6.1 Schools BI complies with all applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

6.2 The Client is the data controller and Schools BI is the data processor of Client Data.

6.3 Schools BI shall:

- (a) Process Client Data only on documented instructions;
- (b) Implement appropriate technical and organisational measures;
- (c) Notify the Client promptly of any data breach.

6.4 Transfers of data outside the UK/EEA are subject to appropriate legal safeguards (e.g. standard contractual clauses).

## 7. Confidentiality

7.1 Both parties shall keep confidential information private and not disclose it, except as required by law.

7.2 Confidentiality obligations remain in force for 3 years after termination.

## 8. Intellectual Property

8.1 Schools BI retains ownership of all IP in the Services.

8.2 The Client retains all rights to its Client Data.

8.3 The Client grants Schools BI a licence to use Client Data to provide the Services.

## 9. Warranties

9.1 Schools BI warrants that:

- (a) The Services will materially conform to their documentation;

- (b) It has the right to provide the Services.

9.2 All other warranties are excluded to the extent permitted by law.

## 10. Liability

10.1 Nothing limits either party's liability for death, personal injury, fraud, or breach of data protection laws.

10.2 Schools BI's liability is otherwise limited to the amount paid by the Client in the previous 12 months.

10.3 Neither party is liable for indirect or consequential losses.

## 11. Term and Termination

11.1 The standard minimum term is 36 months unless otherwise agreed in writing. Thereafter, the Agreement auto-renews annually unless terminated with 90 days' notice.

11.2 Either party may terminate for material breach (with 30 days' notice) or insolvency.

11.3 Upon termination, access ends and Schools BI will delete or return Client Data within 30 days on request.

## 12. Governing Law and Jurisdiction

12.1 This Agreement is governed by the laws of England and Wales.

12.2 The courts of England and Wales have exclusive jurisdiction over any disputes.

## 13. Miscellaneous

Force Majeure: Neither party is liable for delay due to causes beyond its control.

Assignment: Neither party may assign this Agreement without consent, except to a successor.

Entire Agreement: This document represents the full agreement between the parties.

Notices: Notices must be in writing and sent to the registered contact email.

Changes: Changes must be agreed in writing.

Material Scope Changes: May trigger a new term if mutually agreed.

By accessing or using the Schools BI platform, the Client agrees to be bound by the terms of this Agreement. This Agreement is enforceable without signature through acceptance by access or usage.