Jelly Software Ltd. License Agreement.

This License Agreement ("Agreement') is between you (either an individual or an entity) as the end user, and Jelly Software Ltd. ("Jelly Software").

The Agreement authorises you to use the Software as defined in the definitions below, accessed using the online service under the terms and conditions set forth below.

This is an agreement on end-user rights and not an agreement for sale. Jelly Software continues to own the copy of the Software.

Please read this Agreement carefully. Jelly Software will consider that you have accepted the terms of this agreement if you have not responded back otherwise within the first month of using the software. If you do not agree to all of the terms and conditions of this Agreement, promptly uninstall the Software and delete any accompanying documentation.

You agree that your use of the software acknowledges that you have read this agreement, understand it, and agree to be bound by its terms and conditions.

1. Definitions
"*Software*": As used in this agreement the term "Software" means collectively
    a) The software product identified in the related documentation
    b) Any sample spreadsheets downloaded from the online system accessed via the software's main access URI.
    c) Screen shots of the Jelly software programs, digital images, print outs, or other artistic works (" Stock Files")
    d) Related explanatory written materials and any other possible documentation or videos related thereto ("Documentation")
    e) Upgrades, modified versions, updates, additions, and copies of the Software (collectively "Updates"), if any, licensed to you by Jelly Software under this Agreement.

"*Service*" means service provided from the software's URI and any other web or remote online related service or facility provided by us to you.

"*Server*" means the computer server equipment operated by either us or provided by you in connection with the provision of the Services; where operated by us, the Server will comprise of a web farm of servers.

"*Database*" means the Azure SQL Server database that holds all the data generated by the Jellyzone program and the data inputted by you.

2. END-USER RIGHTS AND USE.
The online edition of Software can be accessed from anywhere using any supported device.

3. LIMITATIONS ON END USER RIGHTS.
You may not copy, distribute, or make derivative works of the Software or the database and its structures except as follows
a. You may not use, modify, translate, reproduce or transfer the right to use the Software or copy the Software except as expressly provided in this agreement.
b. You may not resell, sub license, rent, lease or lend the Software unless with prior agreement with Jelly Software
c. You may not reverse engineer, reverse compile, disassemble, or otherwise attempt to discover the source code of the Software (except to the extent that this restriction is expressly prohibited by law) or create derivative works based on the Software.
f. Unless stated otherwise in the Documentation, you shall not display, modify, reproduce or distribute any of the Documentation or reproduce any screen shots included with the Software for other third parties.

4. INTELLECTUAL PROPERTY RIGHTS.
The Software, the database and all rights, without limitation including title and intellectual property rights therein, are owned by Jelly Software and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used. The structure, organisation, and code of the Software and the SQL database are the valuable trade secrets and confidential information of Jelly Software and/or its licensors and affiliates. You must not copy the Software except as set forth in clause 3 (Limitations on End-User Rights).

5. YOUR COMMENCEMENT & TERMINATION.

This Agreement is effective from the first date you start to use the Software. You may terminate this Agreement at any time by cancelling your regular monthly payment to Jelly Software's software and then from a month afterwards the Jelly Software product cannot be used as the license will be terminated. The product can be subsequently reactivated if required by re-subscribing to Jelly Software. The one month's termination period will start on day of the unsubscribe notification. Your end user rights automatically and immediately terminate without notice from Jelly Software if you fail to comply with any provision of this Agreement.

6. TERMINATION OF JELLY SOFTWARE SERVICE
If you are on a monthly license, Jelly Software reserves the right to terminate its service with you after giving you two months' notice. The Jelly Software product has the facility to export your red / amber / green / session notes, SOAP, assessments, contact logs, and financial information (for the last 12 months) into Excel spreadsheets. Forms will be exported as PDFs and documents, letters and images exported as their original format files. It is also possible to export all your invoices / receipts as PDFs. It will be your responsibility to carry out this exercise before the product license terminates as you will be unable to export it after this period. Jelly Software recommends that all the necessary financial reports are run prior to termination.
Anyone without a registered or evaluation license is automatically cancelled and all data associated with that account deleted after three months.

8. AS IS /WARRANTY DISCLAIMER.
You acknowledge that the software is provided "as is" without warranty of any kind. Express or implied, and to the maximum extent by applicable law Jelly Software make any representations or warranties, express or implied. Including but not limited to the warranties of merchantability or fitness for a particular purpose or that the software will not infringe any third party patents, copyrights, trademarks, or other rights. There is no warranty by Jelly Software or by any other party that the functions contained in the software will meet your requirements or that the operation of the software will be uninterrupted or error-free. You assume all responsibility, and risk for the selection of the software to achieve your intended results and for the installation, use, and results obtained from it. You will assume all responsibility for any legal prosecutions against you that may arise from the software's use.

9. NO OTHER OBLIGATIONS.
This Agreement creates no obligations on the part of Jelly Software other than as specifically set forth herein.

10. YOUR RESPONSIBILITIES
You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

You shall observe the procedures which we may from time to time prescribe and shall make no use of the online service which is detrimental to our other customers.

As the license is renewed on a monthly basis, continued use of the service will imply that you have accepted the product or the online service provision with its associated terms and conditions for that month. Therefore, for Jelly Software and its employees liability shall be limited to one month's license fee charged by Jelly Software.

11. OUR RESPONSIBILITIES
We will use every reasonable endeavour to ensure the integrity and security of the service and will make best endeavours to limit access to the service to authorised users only. Access to the service will be audited.

Jelly Software endeavours to offer at all times the highest qualified service. It will try to repair any reported high priority defect as soon as possible. In case Jelly Software does not accomplish this within a reasonable delay, and is exclusively responsible, you are entitled to withdraw immediately from this agreement.

We will back up your online database to keep your data safe on a daily basis. If any restore is necessary, it will be made using the latest backup.

We provide you with the means of uploading documents, letters and images for convenience. Once they are uploaded into the database they are kept forever by us and backed up. But as we do not access to the original source files as they exist on your machines, these are not backed up independently by us. Hence, if these original source files are still required it will be your responsibility to back them up as we do not backup these uploads and cannot be responsible if these are unavailable.

12. DATA PROCESSING

Jelly Software will act as the Data Processor as defined in the Data Protection Act 2018 for data supplied by you for the online system.

Jelly Software is registered under the Data Protection Act 1998. Registration number is Z2588758. The registered data controller is Paul Larmour. The data is held at Microsoft's Azure data centre in order to allow your users to access your system via the internet. Jelly Software will ensure that your data is safe and cannot be accessed by anyone other than you or your customers.

a) Jelly Software will process the Data at all times in accordance with the Act and solely for the purposes (connected with provision by the Data Processor of the Services) and in the manner specified from time to time by the Data Controller in writing and for no other purpose or in any manner except with the express prior written consent of the Data Controller;

b) In a manner consistent with the Act and with any guidance issued by the Information Commissioner, implement appropriate technical and organisational measures to safeguard the Data from unauthorised or unlawful Processing or accidental loss, destruction or damage, and that having regard to the state of technological development and the cost of implementing any measures, such measures shall ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the Data to be protected;

c) ensure that each of its employees, agents and subcontractors are made aware of and are trained in, its obligations under this agreement with regard to the security, handling and protection of the Data and shall require that they enter into binding obligations with the Data Processor in order to maintain the levels of security and protection provided for in this agreement;

d) not divulge the Data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of the Data Controller except to those of its employees, agents and subcontractors who are engaged in the Processing of the Data and are subject to the binding obligations referred to in our responsibilities or except as may be required by any law or regulation;

e) that the Data Processor will comply with any request from the Data Controller to amend, transfer or delete Data;

f) if the Data Processor receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Data or to either party's compliance with the Act and the Data Protection Principals set out therein, the Data Processor shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any complaints, notices or communications.

g) At the Data Controller's request, the Data Processor shall provide to the Data Controller a copy of the most commonly requested Data held by it in Excel. In addition the Data Processor will provide facilities so that you can extract all files, documents and images held by Jelly Software.

h) The Data Processor shall promptly inform the Data Controller if any Data is lost or destroyed or becomes damaged, corrupted or unusable. The Data Processor will restore such Data from the backups held by the data controller.

i) in the event of the exercise by Data Subjects of any of their rights under the Act in relation to the Data, inform the Data Controller as soon as possible, and the Data Processor further agrees to assist the Data Controller with all data subject information requests which may be received from any Data Subject in relation to any Data;

j) in the event that the Data Processor receives a request for any information contained in the Data pursuant to Freedom of Information Act 2000, Environmental Information Regulations 2000, or the Act not to respond to the person making such request but to inform the Data Controller within two (2) working days, and the Data Processor further agrees to assist the Data Controller with all such requests for information which may be received from any person within such timescales as may be prescribed by the Data Controller;

k) not Process or transfer the Data outside of the United Kingdom and Ireland except with the express prior written authority of the Data Controller; and

l) Allow its data processing procedures and documentation to be submitted for scrutiny by the Data Controller or its representatives in order to ascertain compliance with the terms of this agreement.

13. VIRTUAL RECEPTION COMPANIES
If you are using a virtual reception company or an answering bureau company, and you wish this third party company to use the service on your behalf, you must first get approval from Jelly Software. Any third party company must have an agreement with Jelly Software Limited in order to use the service.

14. LIMITATION OF LIABILITY.
To the maximum extent permitted by applicable law no event shall Jelly Software or its employees be liable for any lost profits, revenue, sales, data, or costs of procurement of substitute services, interruption of business, loss of business information, or for any special, direct, indirect, incidental, economic, cover, punitive, special, or consequential damages, however caused and whether arising under contract, tort, negligence, or other theory of liability arising out of the use of or inability to use the software, even if Jelly Software is advised of the possibility of such damages.

15. INDEMNITY.
Jelly Software agrees to indemnify you and keep indemnified and defend at its expense up to a maximum of 125% of the annual fee charged by Jelly Software against costs, claims, damages or expenses incurred by you or for which you may become liable due to any failure by the Data Processor or its employees or agents to comply with the obligations under this agreement.

Jelly Software agrees to indemnify you against any losses, damages, costs (including all legal fees) and expenses up to a maximum of six months of the monthly fee charged by Jelly Software incurred by or awarded against you as a result of, or in connection with any claim or action that the possession, use, development, modification or maintenance of the Software (or any part thereof) infringes the Intellectual Property Rights of a third party.

We will not accept liability for failures in providing the Service which are outside normal usage or which occur due to force majeure, matters outside our reasonable control or which are not reasonably foreseeable including acts of God, war, terrorism and civil disobedience.

We claim no intellectual property rights over the material you provide to the Service. Your profile and the material uploaded by you remain yours.

16. TECHNICAL SUPPORT.
Jelly Software will furnish you with email based technical support to respond to any issues from the product's use. Initial response time by Jelly Software is one working day for standard queries. If there is a severity 1 issue reported (system unavailable) then that will be acted on immediately and continued to be worked on until resolved.

Support requests can be emailed to support@jellysoftware.com

Support hours are Monday – Friday 8am – 6pm GMT. Excluding public holidays.

Jelly Software may temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Service, without notice. Jelly Software will use reasonable endeavours to restore Service as soon as practicable after any such suspension.

17. NOTICES.
All notices should be delivered to:
Jelly Software Ltd
Suite 11, 5 Hercules Way
Leavesden Park, Watford. WD25 7GS
United Kingdom

18. FEES
The fees for the Jelly Software service to you are those described in the current subscription price list. If nothing else is specified the price lists include VAT. If you do not pay or pay the fees late, Jelly Software is allowed to stop the service immediately and delete the data referring to the customer after 3 months.

19. INVOICES
Bills must be paid within the 30 days of their due date and without any deduction. If a bill is not paid punctually, Jelly Software has the right to terminate the supply of its services. After the second reminder for non-payment Jelly Software reserves the right to charge GBP 50 as an administration charge. Jelly Software is allowed to define a limit to the amount of services supplied without prepayment.

20. DATA
We reserve the right to use and disclose any of the data that we hold on you to defend ourselves against a complaint or negligent claim raised by you.

Your primary contact email address will be used if Jelly Software needs to get in contact with you.

Your license includes file storage of up to 10GB which is typically sufficient for around 100,000 pictures and letters, Although it is unusual for clients to exceed this, additional file storage can be purchased on a monthly basis for a small extra housekeeping cost.

21. DATA PRIVACY

The following is a broad description of the way Jelly Software processes personal information. To understand how personal information is processed you may need to refer to any personal communications you have received, check any privacy notices that Jelly software has provided or contact us to ask about your personal circumstances.

We process personal information to enable us to provide health services to our patients, to maintain our accounts and records, promote our services and to support and manage our employees.

We process information relevant to the above reasons/purposes. This information may include:
- personal details
- family details
- lifestyle and social circumstances
- goods and services
- financial details

We also process sensitive classes of information that may include:
- physical or mental health details
- sexual life
- racial or ethnic origin

We process personal information about our:
- our clients' patients
- staff
- suppliers
- our clients' professional advisers and consultants

We sometimes need to share the personal information we process with the individual with other organisations. Where this is necessary and strictly limited we comply with all aspects of the Data Protection Act (DPA). What follows is a description of the types of organisations we may need to share some of the personal information we process with for one or more reasons.
- Where necessary and authorised to do so or required to do so we will share information with:
- related healthcare professionals
- social and welfare organisations
- central government
- family, associates and representatives of the person whose personal data we are processing

Use of Google Calendars
Any data sent to a user's Google account will be limited to the patient's name, the service they have booked into the calendar, the name of the person providing the service and the date/time of that service. Any optional specific notes for that booking will also be shared. No other data such as clinical notes will be issued or requested to / from Google calendar.

22. APPLICABLE LAW & GENERAL PROVISIONS.
This Agreement is governed by the laws of England, Wales, Scotland, Northern Ireland and Ireland. All disputes arising from or relating to this agreement shall be settled in a UK court. If any part of this agreement is found to be void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified in writing by an authorised officer of Jelly Software, although Jelly Software may vary the terms of this Agreement.

This is the entire agreement between Jelly Software and you relating to the software, and it supersedes any prior representation, discussions, undertakings, end-user agreements, communications, or advertising relating to the software and apply from 1st May 2022.