AdminBase Cloud CRM
Monthly Subscription Terms and Conditions

1. Introduction

This agreement sets out the terms and conditions of your AdminBase Contract until this agreement is terminated under Section 4. Throughout the period of this agreement the software remains our property.

2. Our Responsibilities to You

i)   SETUP – We will setup AdminBase logins according to the number of users you have ordered. We will provide you with the users names and password to access the software.

ii)   TRAINING – We will provide remote training on the software free of charge as and when required by you. (Subject to reasonable use) If you prefer us to carry out training on your premises this will be charged for at the current daily on site rate.

iii)   UPDATES – We will update the software for you on our servers as and when they become available throughout the period of your agreement.

iv)   SUPPORT – We will provide you with unlimited telephone support and report customisation during the period of this agreement.

v)   MODIFICATIONS – We will consider requests for modifications to the software to suit your company but we reserve the right to refuse such requests. This does not include development of additional features. If these are required they will be charged at a price agreed between ourselves at the time.

vi)   CHANGES IN PAYMENT AMOUNT – We will only change the amount of your payment (a) to reflect any change in the rate of Value Added Tax or (b) after the end of the Minimum Contract Period if we give you three months prior notice of a change (c) in the event of you requesting additional user licences and/or software add ons.

3. Your Responsibilities to Us

i)   MINIMUM TERM – You agree to pay for AdminBase software for a minimum period of 12 months.

ii)   PAYMENTS – Payments must be made on or before the monthly due date. Failure to do so will render the software unusable and support will be withheld until payment is received to bring the account up to date.

iii)   REDUCING USERS – If this agreement is for more than one AdminBase user you may reduce the number of users by giving us at least one months written notice ending on a normal payment date after the end of the Minimum Contract Term.

iv)   CARE – You must ensure that the software is used as intended and according to the instructions we will give you.

v)   COPYRIGHT – The software is protected by copyright and you must not copy its features to other software developed by yourselves or another company.

vi)   ASSIGNMENT – You may not assign or try to assign any or all of your rights and responsibilities under the Agreement. Ownership of AdminBase licenses are not transferable to any other person or company under any circumstances.

4. Ending the Agreement

i)   NOTICE – You may end the agreement by giving us at least one months written notice ending on a normal payment date after the end of the Minimum Term. You must pay us any amounts due up to the date on which the agreement ends. If you wish to end the agreement before the end of the Minimum Term then payment for remaining months at the monthly payment amount will be due before the agreement can be terminated.

ii)   If you entered this agreement to restart AdminBase support after a period without payment of a support catch up fee you recognise that it is not possible to revert to perpetual licenses of the AdminBase software. Non payment of your monthly fees will cause AdminBase to cease to be licensed and unable to be used.

5. Limited Warranty

Ab Initio warrants that the physical media and physical documentation provided by Ab Initio to be free of defects in materials and workmanship for a period of one month from the start of the contract period. The entire and exclusive liability and remedy for breach of this limited warranty shall be limited to replacement of defective media or documentation and shall not include or extend to any claim for or right to recover any other damages, including but not limited to, loss of profit, data, or use of the software or special, incidental or consequential damages.
In no event will Ab Initio Software's liability for any damages to you or any other person ever exceed one monthly instalment. AB INITIO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.ALL OTHER IMPLIED TERMS ARE EXCLUDED.

6. English Law

Any agreement between ourselves shall be governed by English Law.