

Updated on April, 2019

SUITEFILES LIMITED (Supplier)

Software as a Service (SaaS) End User Terms and Conditions

- **1. Terms and conditions**

- 1.1 Acceptance of terms and conditions:
 - a. The Customer accepts the terms and conditions in effect at the time of supply of the SaaS.
 - b. The Supplier may update these terms and conditions at any time on one month's written notice to the Customer except that where a Fixed Term applies the updated terms and conditions will not apply for the remainder of the current Fixed Term but will apply for the renewal of that Fixed Term (if any) and any ongoing use beyond the end of the current Fixed Term (as applicable).
 - c. Without limiting clause 1.1(b), the Customer's continued use of the SaaS confirms the Customer's acceptance to be bound by the latest terms and conditions.
 - d. Any additional or different terms that the Customer may stipulate or state in any communication with the Supplier will not be binding on the Supplier or included in the Agreement unless expressly agreed in writing by the Supplier.
- 1.2 The 'Agreement' comprises the Customer Information, Selected Options, Relevant Pricing, and these terms and conditions (as updated from time to time under clause 1.1(b) above).
- 1.3 These terms and conditions apply to customers that purchase SaaS (or on whose behalf SaaS is purchased) and if there is a trial period available, these terms and conditions also apply to that trial period.
- 1.4 The SaaS is available from the Supplier directly and from Authorized Partners and is available at various Purchase Locations. Regardless of where the purchase is made, these terms and conditions apply as between the Supplier and the Customer.
- 1.5 All capitalized terms used in these terms and conditions have the meanings given to them in the definition section in clause 20.
- 1.6 Where someone other than the Customer purchases SaaS on behalf of the Customer that person is deemed to have authority to accept these terms and conditions for the Customer.

- **2. Trial**

- 2.1 If a Trial is available to the Customer and the Customer elects to use the SaaS for a Trial, the Customer acknowledges that use of

SaaS for the Trial is subject to these terms and conditions.

- 2.2 Trial period
 - a. The Trial will commence when the Trial SaaS is made available to the Customer. In order for the Trial SaaS to be available to the Customer, the Customer will need to follow the steps outlined to the Customer by the Supplier, the Authorized Partner or at the Purchase Location, and accept these terms and conditions. The Customer acknowledges that the Trial is for the version of SaaS made available under the free trial offer. The free trial will end on expiration of the Trial Period, unless terminated earlier under these terms and conditions.
- 2.3 Provisioning for Trial
 - a. The Supplier will provide the Trial SaaS to the Customer in accordance with these terms and conditions. The Supplier will:
 - i. provide the Customer with access to the Trial SaaS, and the Customer agrees that it will access and use the Trial SaaS in accordance with all the terms of this Agreement;
 - ii. provide assistance with use of the SaaS as reasonably requested by the Customer (or the Supplier will procure the Authorized Partner to provide assistance). The assistance will be available during the hours notified by the Supplier, or the hours notified by the Authorized Partner or at the Purchase Location (as applicable). If no hours are notified, the Supplier or relevant Authorized Partner will use reasonable endeavours to provide assistance during their working day.
- 2.4 Common terms apply: Except for clauses 3, 5 6 and 7, all clauses of these terms and conditions apply to Trials (in addition to this clause 2).

• 3. SaaS

- 3.1 Provision of SaaS: The Supplier will provide the SaaS to the Customer in accordance with the Agreement. The SaaS is provided to the Customer on a non-exclusive basis and the Customer's right to use the SaaS is not transferable. The Supplier will provide log on access to the Customer to enable the Customer to access and use the SaaS.
- 3.2 SaaS Availability: The availability of the SaaS is dependent on factors outside of the Supplier's control and as such the Supplier cannot and does not warrant that the SaaS will be continuously available or available without interruption. Without limiting the reasons for lack of availability of the SaaS, the SaaS could be unavailable due to:
 - a. Planned Maintenance;
 - b. lack of availability or outages of telecommunications networks;

- c. a network or device failure external to the Supplier's or its third party provider's data centers, including at Customer's site or between the Customer's site and the Supplier's or third party's data centers;
 - d. issues resulting from the Customer's use of infrastructure (including IaaS), software or services (other than the SaaS) including issues related to dependencies on the Primary Microsoft Product and/or Customer's Integrated Services and Products;
 - e. any third-party act, omission or circumstance which results in unavailability of the SaaS, whether malicious or not (other than where the third party is a subcontractor engaged by the Supplier); and
 - f. any third-party act, omission or circumstance which results in unavailability of the SaaS, whether malicious or not (other than where the third party is a subcontractor engaged by the Supplier); and
 - g. a Force Majeure Event.
- o 3.3 Security Breach
 - a. Without limiting any other legal obligations that the Supplier may have in the event of a security breach, the Supplier represents that it has used and will continue to use reasonable endeavours in designing and/or utilizing the SaaS Systems and in operating and managing the SaaS so as to minimize the risk of a Security Breach.
 - b. In the event of any Security Breach:
 - i. the Supplier will, subject to all applicable laws, notify the Customer as soon as practicable after the Supplier becomes aware of the Security Breach;
 - ii. the Customer will notify the Supplier as soon as practicable, but no later than 24 hours after the Customer becomes aware of the Security Breach;
 - c. subject to all applicable laws, immediately following notification of a Security Breach under clause 3.3(a) or (b) above, the parties will coordinate with each other to investigate the Security Breach. The Supplier will cooperate with the Customer in the Customer's handling of the matter, including, without limitation by assisting with any investigation, providing the Customer with physical access to the facilities and operations affected to the extent reasonably practical, facilitating interviews with the Supplier's employees and others involved in the matter and making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Customer.
 - o 3.4 Data
 - a. The Customer warrants that the Customer has the right and authority to deal with the Data in the manner contemplated by the Agreement.

- b. The Customer is responsible for:
 - i. all Data entry requirements; and
 - ii. except as expressly provided otherwise in the Agreement, for all aspects of the Customer's access and use of the SaaS; and
 - iii. managing the Permitted Users in respect of their use of the SaaS and managing any changes to the Permitted Users;
 - iv. ensuring that Permitted Users keep all login details for the SaaS confidential and do not share their login details; and
 - v. ensuring that, in using the SaaS, the Customer and all Permitted Users comply with all applicable laws. To the extent permitted by law, the Supplier accepts no responsibility for ensuring that use of the SaaS will result in the Customer complying with applicable laws or enable the Customer to comply with applicable laws (including for example and without limitation, laws requiring records to be stored in a particular jurisdiction).
- c. Nothing in the Agreement transfers ownership of the Data to the Supplier or to any Authorized Partner.
- d. All Data is available to the Customer:
 - i. for the term of the Agreement, via the SaaS;
 - ii. on request to the Supplier at any time during the term of the Agreement and for a period of 30 days following expiration or termination of the Agreement.
- e. The Supplier may remove any Data, or any other content, from the SaaS at any time if the Supplier considers it necessary to ensure compliance with this Agreement or any applicable law.
- o 3.5 Support: The Supplier will use reasonable endeavours to provide assistance in resolving issues in respect of the Customer's access or use of the SaaS on request from the Customer.
- o Common terms apply: Except for clause 2, all clauses of these terms and conditions apply to the SaaS (in addition to this clause 3).
- o Connect terms: Where the Customer has purchased the Connect Service, the terms set out in this clause 3.7 apply in addition to all other terms set out in this Agreement.
 - a. The Customer may only provide access to the SaaS to third parties as Connect Users where those third parties are independent of the Customer, and in accordance with any other policies or procedures notified by the Supplier from time to time.
 - b. The Customer is responsible for ensuring that all Connect Users comply with the terms of this Agreement as if they were party to this Agreement.
 - c. The Customer is responsible for all access and use of the SaaS by any Connect User, including any Data or other content uploaded to the SaaS by any Connect User.
 - d. The Customer must ensure that each Connect User keeps all login details for the SaaS confidential and does not share their login details.

- e. The Customer must ensure that each Connect User complies with all applicable laws, and only uses the SaaS and any Data and other content available in the SaaS for the purpose for which the Customer has provided the Connect User with access to the SaaS, in accordance with this Agreement.
- f. The Customer is responsible for ensuring that each Connect User is entitled to, and has all appropriate consents in order to, upload any Data to the SaaS, and is entitled to permit the Supplier to use and process that Data in accordance with this Agreement.
- g. The Customer is responsible for monitoring the access and use of the SaaS by all Connect Users, and ensuring that such access and use complies with this Agreement.
- h. The Supplier may suspend any Connect User's access to the SaaS at any time if the Supplier considers it necessary to ensure compliance with this Agreement or any applicable law.
- i. The Customer acknowledges that the Connect User will have to sign up to separate end user terms in order to access the SaaS.

- **4. SaaS Dependencies**

- 4.1 The Customer acknowledges that the SaaS:
 - a. is dependent on proper implementation and availability and correct functioning of the Primary Microsoft Product;
 - b. is or may be dependent on proper implementation and availability and correct functioning of the Customer's Integrated Services and Products.
- 4.2 Neither the Supplier nor any Authorized Partner has any responsibility or liability to the Customer, and in any event no obligation to refund or reduce amounts paid by the Customer, for incorrect or unexpected functioning, or failure, of the SaaS where that incorrect or unexpected functioning, or failure, is directly or indirectly due to incorrect or inappropriate implementation or incorrect functioning, or lack of availability of:
 - a. the Primary Microsoft Product; or
 - b. the Customer's Integrated Services and Products.

- **5. Beta Service**

- The Supplier may, at its discretion, offer a Beta Service to the Customer. The Customer may accept or decline any offer for a Beta Service at its discretion.
- Beta Services:
 - a. are made available for the purposes of evaluation and the Supplier may request the Customer's feedback on the Beta Service;
 - b. are not part of the SaaS for the purposes of the Agreement and

- any support services available from the Supplier in respect of the SaaS are not available in respect of the Beta Service;
- c. may be subject to additional terms and conditions. Where that is the case, the Customer will be required to accept the additional terms and conditions prior to use of the Beta Service;
- d. will be made available for the time period notified by the Supplier or until the Supplier notifies the Customer that:
 - i. the Beta Service will be or has been discontinued; or
 - ii. the Beta Service has been incorporated by the Supplier into the SaaS for general availability.
- o To the extent permitted by law, the Supplier has no liability to the Customer in connection with any Beta Service.

• 6. Charges and payment

- o 6.1 The Customer will pay the Relevant Pricing for the SaaS to the Supplier, the Authorized Partner or via the Purchase Location (as applicable) in accordance with the timing accepted by the Customer, or agreed in writing between the Customer and the Supplier, or agreed in writing between the Customer and the Authorized Partner or as accepted by the Customer at the Purchase Location.
- o 6.2 All applicable value added taxes will be charged and payable in addition to the Relevant Pricing.
- o 6.3 Subject to clause 6.4, the Customer will pay all invoices in full, without setoff, counterclaim or deduction of any kind, on or before the due date.
- o 6.4 If the Customer wishes to dispute an invoice, it must notify the Supplier in writing within 7 days of the date of the invoice and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.
- o 6.5 Without the Supplier waiving any other right or remedy it may have, if any amount due is not paid by the Customer by the due date, the Supplier may:
 - a. charge the Customer interest calculated at 1.5% per month on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or
 - b. charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or
 - c. suspend supply of the SaaS until the outstanding amount is paid in full. The Supplier will give 5 Working Days' notice in writing of its intention to suspend delivery under this clause.
- o 6.6 The Relevant Pricing may be changed by the Supplier on the Supplier giving at least six weeks' written notice (by email) to the

Customer of the new charges that will apply except that where a Fixed Term applies, the new pricing will not apply until expiration of the current Fixed Term.

- **7. Term**

- 7.1 The Agreement commences (and provision of the SaaS commences) when the Customer purchases the SaaS and the Agreement will continue:
 - a. where there is no Fixed Term, until terminated under clause 7.2 or clause 12;
 - b. where there is a Fixed Term, for the Fixed Term unless terminated under clause 7.3 or clause 12.
- 7.2 In addition to the parties' rights of early termination under the Agreement or otherwise at law, where there is no Fixed Term the Agreement may be terminated by the Customer at any time:
 - a. on written notice to the Supplier, or where the purchase was made from an Authorized Partner on written notice to that Authorized Partner; or
 - b. through the termination processes at the Purchase Location, with the termination taking effect at the end of the month in which the Supplier or Authorized Partner (as applicable) confirms receipt of the Customer's termination request.
- 7.3 In addition to the parties' rights of early termination under the Agreement or otherwise at law, where a Fixed Term applies (including where the Customer selects a Fixed Term at the Purchase Location as a Selected Option (where available)), the Agreement will continue until expiration of the Fixed Term. On expiration of the Fixed Term the Agreement will, subject to clause 6.6, automatically continue for further periods each of the duration of the Fixed Term (or such shorter period as may apply following the initial Fixed Term) on the same terms and conditions (unless updated as provided for under clause 1.1(b)) unless at least one month prior to the expiration of the current Fixed Term one party notifies the other party in writing that the Agreement is to terminate on expiry of the current Fixed Term.

- **8. GDPR and Data Protection**

- 8.1 Where the GDPR applies, the GDPR & Data Protection Schedule attached to these terms and conditions applies. Where the GDPR does not apply, the GDPR & Data Protection Schedule may not be attached or if it is attached in any event does not apply. Further information is provided at www.suitefiles.com/gdpr

- **9. Intellectual Property**

- 9.1 All Intellectual Property in:

- a. the SaaS; and
- b. the software, processes, methodology and know-how used by the Supplier in its performance of the Agreement;

is the property of the Supplier (or its licensors) and nothing in the Agreement operates to change that ownership.

- 9.2 The Customer must not, nor may the Customer permit any other person to do any of the following, or attempt to do so:
 - a. copy, alter, modify, reverse assemble, reverse compile, reverse engineer or enhance the SaaS Systems; or
 - b. permit or enable users other than Permitted Users and Connect Users to access or use the SaaS; or
 - c. provide the SaaS to any users through operation of a bureau or like service; or
 - d. resell, rent, lease, transfer, sublicense or otherwise transfer rights to use the SaaS; or
 - e. use the SaaS in any way that could damage or interfere with the SaaS Systems in any way;
 - f. use the SaaS otherwise than in the manner in which the SaaS is designed to be used;
 - g. use the SaaS in any way that could interrupt, damage or otherwise interfere with use of the SaaS by any other customers;
 - h. do any act which would or might invalidate or be inconsistent with the Supplier's Intellectual Property rights.
- 9.3 The Customer must notify the Supplier of any actual, threatened or suspected infringement of any Intellectual Property right and of any claim by any third party that any use of the SaaS infringes any rights of any other person, as soon as that infringement or claim comes to the Customer's notice. The Customer must (at the Supplier's expense) do all such things as may reasonably be required by the Supplier to assist the Supplier in pursuing or defending any proceedings in relation to any such infringement or claim.
- 9.4 The Customer indemnifies the Supplier against any loss, costs, expenses, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party alleging infringement of that third party's Intellectual Property rights if such claim arises from infringement, suspected infringement or alleged infringement due to:
 - a. use of the SaaS in a manner or for a purpose or in combination with any other SaaS or product not reasonably contemplated or authorized by the Supplier; or
 - b. a breach by the Customer of clause 9.2.

- **10. Confidential Information**

- 10.1 The parties recognise and acknowledge the confidential nature

of the Confidential Information.

- 10.2 Neither party may use or disclose any Confidential Information other than:
 - a. to its employees, directors or contractors to the extent necessary in the performance of the Agreement; or
 - b. with the express prior written consent of the other party; or
 - c. to its professional advisers.

- **11. Warranties**

- 11.1 Each party warrants to the other that it has authority to enter into and perform and the ability to perform its obligations under the Agreement.
- 11.2 With the exception of the warranties given under clauses 11.1, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 11.3 Any warranties made to the Customer under the Agreement extend solely to the Customer.

- **12. Termination**

- 12.1 The Supplier or the Customer may terminate the Agreement immediately on written notice to the other party if the other party:
 - a. breaches any of its obligations under the Agreement and fails to remedy the breach within 20 days of receiving notice requiring the breach to be remedied; or
 - b. ceases business or becomes insolvent or goes into liquidation or has a receiver or statutory manager appointed over its assets or ceases to carry on business or makes any arrangement with its creditors.
- 12.2 On termination of the Agreement:
 - a. all amounts due to the Supplier or relevant Authorized Partner will become immediately due and payable;
 - b. the Supplier will cease to provide the SaaS to the Customer, and the Customer will cease to have any entitlement to use the SaaS;
 - c. the provisions of the Agreement that are by their nature intended to survive termination will remain in full force.

- **13. Liability**

- 13.1 This limitation does not apply to claims by the Customer for bodily injury or damage to real property or tangible personal property where the Supplier is legally liable for that injury or damage.

- 13.2 The Supplier's liability under this Agreement is limited to direct loss only, to the amount paid by the Customer in the 3 month period preceding the event giving rise to the claim.
- 13.3 In no event is the Supplier liable for any indirect loss or for any loss of profits, lost savings, lost revenue, loss of data, business interruption, incidental or special damages, or for any consequential loss.

• 14. Dispute resolution

- 14.1 In the event of any dispute arising between the parties in relation to the Agreement, no party may commence any proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless that party has complied with the procedures in this clause 14.
- 14.2 The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations ("Other Party's Notice"). Each nominated representative will have authority to settle or resolve the dispute. The parties will co-operate with each other and endeavour to resolve the dispute through discussion and negotiation.
- 14.3 If the dispute is not resolved within one month following the date of the Other Party's Notice (or such longer period agreed by the parties in writing), either party may utilize any other legal remedies available to it in seeking to resolve the dispute.

• 15. Consumer guarantees

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• 16. Force majeure

- 16.1 The Supplier may suspend its obligations to perform under the Agreement if it is unable to perform as a direct result of a Force Majeure Event. Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.
- 16.2 Where the Supplier's obligations have been suspended under clause 16.1 for a period of 90 days or more, the Customer may immediately terminate the Agreement by giving notice in writing to the Supplier.

• 17. General

- 17.1 Entire agreement: The Agreement constitutes the complete and

exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the Agreement.

- 17.2 Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
- 17.3 Partial invalidity: If any provision of the Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 17.4 Independent contractor: The Supplier is an independent contractor to the Customer and is in all respects independent of the Customer. Nothing in the Agreement constitutes either party a partner, agent, employee or joint venture of the other.
- 17.5 Suspension: The Supplier may suspend performance of its obligations under the Agreement for so long as it is unable to perform for reasons outside of its control.
- 17.6 Assignment: The Customer is not permitted to assign its rights under the Agreement.

- **18. Notices**

- 18.1 Notices from the Supplier to the Customer under the Agreement will be sent to the Customer at the Customer's contact details specified in the Customer Information. The Customer may notify the Supplier of a change to the contact details specified in the Customer Information, on seven days' notice in writing to the Supplier. Notices from the Customer to the Supplier under the Agreement must be sent to the Supplier at the Supplier's relevant office, details included on the Supplier's website.
- 18.2 Notices sent by email will be deemed received on sending, provided that the sender does not receive an automatic delivery failure notification. Notices sent by post will be deemed received:
 - a. on the third day following posting if sent and received locally (not internationally); and
 - b. on the tenth day following posting if posted internationally.

- **Trial**

- 19.1 The Agreement is governed by the laws of New Zealand. The parties hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

- **20. Definitions: In these terms and conditions:**

- “Agreement” has the meaning given to that term in clause 1.2 above;
- “Authorized Partner” means a third party that has been authorized by the Supplier to sell the SaaS;
- “Beta Service” means a service or functionality that is identified as ‘beta’ or with a description that identifies the service or functionality as not yet in production;
- “Confidential Information” means any proprietary information, know-how and data disclosed or made available by one party to the other party but does not include any information which:
 - a. is in the public domain without any breach of the Agreement;
 - b. on receipt by the other party is already known by that party;
 - c. is at any time after the date of receipt by the other party, received in good faith by that party from a third party;
 - d. required by law to be disclosed by the other party;
- “Connect User” means a user other than a Permitted User that the Customer permits to access the SaaS using the Connect Service;
- “Connect Service” means the service provided by the Supplier that allows the Customer to permit third parties, other than Permitted Users, to access the SaaS;
- “Customer” means the customer named in the Customer Information;
- “Customer Information” means the customer name, email address and any other contact information submitted by or on behalf of a customer:
 - a. to the Supplier or Authorized Partner in the course of agreeing to purchase (or agreeing to a Trial) of the SaaS;
 - b. at a Purchase Location in the course of agreeing to purchase (or agreeing to a Trial) the SaaS;
- “Customer’s Integrated Services and Products” means services or products (including third party services or products) which are integrated (in any way) by or for the Customer with the Primary Microsoft Product (or with the SaaS), regardless of who undertakes that integration work or how it is undertaken;
- “Data” means the Customer's data that is entered by the Customer (including by any Permitted User or Connect User) and processed in the course of provision of the SaaS and includes where the context permits, the ‘Personal Data’ (as defined in the attached GDPR and Data Protection Schedule);
- “Fixed Term” (if any) means:
 - a. the fixed term for supply of the SaaS, agreed in writing

- between the Supplier or relevant Authorized Partner and the Customer; or
- b. the fixed term selected by the Customer in the Selected Options;
- “Force Majeure Event” means any war, riot, third party strike, natural disaster or other circumstance of a similar nature that is outside of the control of the affected party;
- “GDPR” means EU General Data Protection Regulation 2016/679;
- “Intellectual Property” includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;
- “Permitted Users” means:
 - a. employees, directors or contractors of the Customer; and
 - b. where the Selected Options include options for selecting the number of permitted users, not more than the number of employees, directors or contractors selected;
- “Planned Maintenance” means maintenance on all or any part of the SaaS Systems and if applicable to the Agreement will be undertaken at times notified to the Customer in writing;
- “Primary Microsoft Product” means the Microsoft product or products for which the SaaS is an add-on, as notified in writing by the Supplier or an Authorized Partner or at the Purchase Location prior to purchase of the SaaS by the Customer (or prior to a Trial, where applicable);
- “Purchase Location” means any internet site from which the SaaS is available for purchase;
- “Relevant Pricing” means the pricing for the SaaS that is notified in writing to the Customer by the Supplier or by the relevant Authorized Partner prior to the purchase by the Customer or made available at the Purchase Location, and where Selected Options apply, means or includes (as applicable) the pricing for the Selected Options;
- “Relevant Pricing” means the pricing for the SaaS that is notified in writing to the Customer by the Supplier or by the relevant Authorized Partner prior to the purchase by the Customer or made available at the Purchase Location, and where Selected Options apply, means or includes (as applicable) the pricing for the Selected Options;
- “SaaS” means the software-as-a-service supplied by the Supplier and selected by the Customer by agreement with the Supplier or an Authorized Partner or at the Purchase Location, as modified from time to time by the Supplier;
- “SaaS Systems” means, as the context permits, the software used by

the Supplier to provide the SaaS and/or the equipment on which that software is installed (whether this is the Supplier's software or equipment or is third party software or equipment);

- "Security Breach" means access or disclosure of the Data to or by anyone other than the Permitted Users or Connect Users where the access or disclosure occurs through bypassing the security mechanisms of the SaaS Systems;
- "Selected Options" means, if there are options to choose from for provision of the SaaS, the options for provision of the SaaS selected by the Customer by agreement with the Supplier, an Authorized Partner or at the Purchase Location (the options may include, for example, the maximum number of users or the term for which the SaaS is to be provided);
- "Trial" (where available) means use of the SaaS, free of charge;
- "Trial Period" (where applicable) means the trial period notified to the Customer in writing by the Supplier, Authorized Partner or at the Purchase Location, prior to commencement of the Trial;
- "Trial SaaS" (if any) means the version of the SaaS made available by the Supplier at its discretion for a Trial.
- 20.2 Interpretation: In these terms and conditions:
 - a. reference to the plural includes reference to the singular, and vice versa;
 - b. headings inserted for convenience of reference only and do not affect the interpretation of the Agreement.