

# MonitorPro

## Monitoring Data Management Systems SaaS Software Licence Agreement



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# Licence Agreement

## Licensee Details

Company\Business Name:	
Company Code:	
Company Address:	
Contact Name:	
Contact Email Address:	
Contact Direct Dial:	

## EHS Data Details

Contact Name:	
Contact Email Address:	
Contact Direct Dial	

Licence Details (to be completed by EHS Data)

Commencement Date: 00/00/0000

Term: Subscription licence (also referred to as SaaS), 2 years with annual renewal thereafter.

Software:

The following MonitorPro software created by EHS Data:

Product	No. of Licenses/Seats
MonitorPro Desktop Server	
MonitorPro Web Server	
MonitorPro Additional Databases	
MonitorPro Desktop User	
MonitorPro Web User	
MonitorPro Field User	

Services:

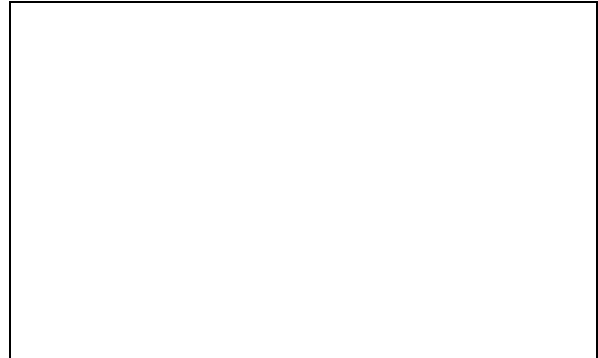

Maintenance Services	
Essential	
Premium	

# This Agreement is Subject to the Attached Terms and Conditions

If there is any conflict between the provisions of this agreement (including schedules) and EHS Data's standard terms and conditions, the provisions of this agreement shall prevail.

Signed for and on behalf of EHS Data Limited

Signed for and on behalf of the licensee



Name: Phil Ely  
Position: Managing Director  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_



## 1 Definitions and Interpretation

1.1 In these Conditions, the following words and expressions shall have the following meanings:

<b>Agreement</b>	means the agreement, including the schedules, between EHS Data and the Customer to which these conditions are attached.
<b>Applicable Law</b>	means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;
<b>Applications</b>	means the software or applications listed in the Agreement.
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday in England;
<b>Commencement Date</b>	means the date shown in the Agreement;
<b>Confidential Information</b>	means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party;
<b>Customer Data</b>	means all information provided by the Customer to EHS Data when using the Service;
<b>Customer Support Services</b>	means the support services provided by EHS Data to the Customer and described in the SLAs;
<b>Documentation</b>	means the documents (in whatever media) provided to the Customer to facilitate use of the Service by Users;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. Force Majeure does not include inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of the Agreement unattractive to a party;

<b>Hosting Service Level Agreement (Hosting SLA)</b>	means the service level agreement for hosting services as updated from time to time, the current version of which is set out in Schedule 1;
<b>Hosting Services</b>	means the internet hosting services to be provided by EHS Data to the Customer as detailed in the Hosting SLA;
<b>Infringing Data</b>	means information or data that (i) infringes Applicable Law; or (ii) infringes any third party Intellectual Property Rights; or (iii) includes any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing or blasphemous;
<b>Intellectual Property Rights</b>	means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
<b>Service</b>	means the remote provision of the Applications to the Customer for the benefit of Users;
<b>Service Hours</b>	means 24 hours a day, seven days a week;
<b>Service SLA</b>	means the service level agreement for the service as updated from time to time by EHS Data, the current version of which is set out in Schedule 2;
<b>SLAs</b>	means collectively the Hosting SLA and the Service SLA;
<b>Subscription Fee</b>	means the fee for the Service and the Hosting Services referred to in clause 7 and set out in the Agreement;
<b>Support</b>	means the support services to be provided by EHS Data in respect of the Service and Hosting Services as set out in the SLAs;
<b>Support Fee</b>	means the fee referred to in clause 6 and set out in the Agreement;
<b>Users</b>	means the users that are authorised to use the Service as specified in the Agreement;
<b>Term</b>	means a period of 2 years beginning on the Commencement Date;
<b>Year</b>	means each successive period of 12 months beginning on the Commencement Date.

## **2 Interpretation**

In these Conditions:

- 2.1.1 words in the singular include the plural and vice versa;
- 2.1.2 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

## **3 Service and Availability**

EHS Data shall provide the Hosting Services and Support and make the Service and the Documentation available to Customer during the Service Hours.

## **4 EHS Data Warranties**

4.1 EHS Data warrants to the Customer that:

- 4.1.1 EHS Data has the right, power and authority to enter into the Agreement and grant to the Customer the rights contemplated in the Agreement and to supply the Service; and
- 4.1.2 the Service will be supplied:
  - (a) with reasonable care and skill;
  - (b) in accordance in all material respects with the description of the Service provided in the Documentation; and
  - (c) in accordance with the SLAs.

4.2 EHS Data does not warrant or represent that the Service will be free from errors and interruptions.

4.3 The warranties in this clause are subject to the Customer giving notice to EHS Data as soon as it is reasonably able upon becoming aware of the breach of warranty. When notifying EHS Data of a breach the Customer shall use its reasonable endeavours to provide EHS Data with such documented information, details and assistance as EHS Data may reasonably request.

4.4 EHS Data will not be liable under this clause or be required to remedy any problem arising from or caused by the Customer's use of the Service in a manner other than as directed by EHS Data.

4.5 The Customer acknowledges and agrees that:

- 4.5.1 EHS Data is not and cannot be aware of the extent of any potential loss resulting from any failure by EHS Data to discharge its obligations under the Agreement;
- 4.5.2 the Service has not been designed to meet the Customer's individual requirements and can not be tested in every operating environment; and
- 4.5.3 it is the Customer's responsibility to ensure the facilities and functions of the Service meet the Customer's requirements and will not cause any error or interruption in the Customer's own software or systems.

## **5 Use of the Service**

5.1 EHS Data grants the Customer a non-transferable, non-exclusive right for the term of the Agreement to allow Users access to the Service.

5.2 Prior to providing Users with access to the Service, the Customer shall:

- 5.2.1 supply EHS Data with a list of Users authorised to receive access to the Service; and



- 5.2.2 ensure that all Users are aware of the terms of the Agreement, including their obligation to comply with any other user terms applicable to the Service and notified to the Customer. The Customer shall only provide Users with access to the Service via the access method provided by EHS Data and shall not provide access to anyone other than a User.
- 5.3 Except to the extent such activities are expressly agreed by the parties, the Customer's rights to benefit from the Service does not permit it, or the Users, to:
- 5.3.1 copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Service;
- 5.3.2 use the Service to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so;
- 5.3.3 combine, merge or otherwise permit the Service (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;
- 5.3.4 attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used to provide the Service, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988; and
- 5.3.5 to observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Service, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.
- 5.4 The Customer warrants and represents that it shall, and ensure that Users shall, keep confidential and, except as provided for in the Agreement, not share with any third party their password or access details provided to facilitate access to the Service. The Customer shall contact EHS Data if updates to any list of Users given to EHS Data are required, including when Users cease to be employed or engaged by the Customer.
- 5.5 The Customer shall not, and shall procure that the Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Service or EHS Data's systems or otherwise disrupt the provision of the Service.
- 5.6 The Customer shall not be permitted to frame or mirror any part of the Service other than as permitted by the Documentation or with EHS Data's express written consent.
- 5.7 EHS Data reserves the right to monitor usage by all Users (by way of audits or otherwise) during the term of the Agreement for the purpose of (among others) ensuring compliance with the terms of the Agreement. Any audit may be carried out by EHS Data or a third party authorised by EHS Data. If any audit reveals that any password has been provided to an individual that is not a User, the Customer shall, without delay, disable any such passwords and notify EHS Data immediately.
- 5.8 In the event of unauthorised use of the Service by the Customer or Users, EHS Data reserves the right to deny the Customer or Users access to the Service by blocking, without prior notification, the IP addresses that the Customer or Users used to access the Service.

## **6 Suspension of Access**

- 6.1 EHS Data may suspend access to the Service to all or some of the Users if:
- 6.1.1 EHS Data suspects that there has been any misuse of the Service or breach of the Agreement or the Documentation; or

- 6.1.2 the Customer fails to pay any sums due to EHS Data by the due date for payment.
- 6.2 EHS Data will notify the Customer or the affected Users as soon as possible after suspending the Service.
- 6.3 Where the reason for the suspension is suspected misuse of the Service or breach of the Agreement, without prejudice to its rights under clause 15, EHS Data will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If EHS Data considers it appropriate to permanently suspend access to all Users, it will notify the Customer in writing and the Agreement will terminate immediately on service of such notice.
- 6.4 In relation to suspensions under clause 6.1.2, access to the Service will be restored promptly after EHS Data receives payment in full and cleared funds.
- 6.5 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Customer or some of the Users may not have access to the Service.

## **7 Subscription Fee**

- 7.1 The Customer shall pay EHS Data the specified Subscription Fee for use of the Service.

## **8 Invoicing**

- 8.1 EHS Data shall invoice the Customer annually for all sums due under the Agreement.
- 8.2 All prices are exclusive of value added tax (if any) or any other locally applicable equivalent sales taxes (**VAT**), which is payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 8.3 The Customer shall pay such sums in full within 30 days from the date of invoice.

## **9 EHS Data Intellectual Property Rights**

- 9.1 All Intellectual Property Rights in and to the Applications, [the Hosting Services], Documentation or any part of the Service belong to and shall remain vested in EHS Data. To the extent that the Customer acquires any Intellectual Property Rights in the Applications, Documentation or any part of the Service, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to EHS Data. The Customer shall execute all such documents and do such things as EHS Data may consider necessary to give effect to this clause.
- 9.2 EHS Data shall indemnify the Customer from and against all losses which are suffered by the Customer in the event that its use of the Service infringes the Intellectual Property Rights of any third party (**EHS IPR Claim**) provided that EHS Data shall have no such liability if the Customer:
- 9.2.1 has caused or contributed in any material way to EHS Data IPR Claim by not using the Service in accordance with the Agreement or the Documentation;
- 9.2.2 does not notify EHS Data in writing setting out full details of any EHS IPR Claim of which it has notice as soon as is reasonably possible;
- 9.2.3 makes any admission of liability or agrees any settlement or compromise of the relevant EHS IPR Claim without the prior written consent of EHS Data;
- 9.2.4 does not let EHS Data at its request and own expense have the conduct of or settle all negotiations and litigation arising from the relevant EHS IPR Claim; or
- 9.2.5 does not, at EHS Data's request and own expense, give EHS Data all reasonable assistance in the circumstances described above.

- 9.3 If any EHS IPR Claim is made or is reasonably likely to be made against the Customer, EHS Data shall promptly and at its own expense either:
- 9.3.1 procure for the Customer the right to continue using the Service; or
  - 9.3.2 modify or replace the infringing part of the Service, and without adversely affecting the functionality of the Service as set out in the Agreement so as to avoid the infringement or alleged infringement, provided that if EHS Data having used its reasonable endeavours, neither of the above can be accomplished on reasonable terms, EHS Data shall (without prejudice to the indemnity above) refund the Subscription Fee paid by the Customer in respect of the Service. Together with the indemnity given above, this shall be the Customer's sole and exclusive remedy in respect of the Service infringing Intellectual Property Rights.

## 10 Customer Data

- 10.1 The Customer shall not use Infringing Data on the Service.
- 10.2 The Customer grants a royalty-free, non-transferable, non-exclusive licence for the term of the Agreement to EHS Data to use the Customer Data to the extent necessary to perform the Service.
- 10.3 The Customer acknowledges that EHS Data has no control over any Customer Data hosted as part of the provision of the Service and does not actively monitor the content of the Customer Data.
- 10.4 EHS Data shall notify the Customer immediately if it becomes aware of any allegation that any Customer Data may be Infringing Data and EHS Data shall have the right to remove Customer Data from the Service without the need to consult the Customer.
- 10.5 The Customer shall indemnify EHS Data from and against all loss caused to EHS Data as a result of the Customer's use of Infringing Data on the Service.

## 11 Information Security

- 11.1 EHS Data shall be responsible for taking reasonable and prudent measures to safeguard the security of the Customer Data in its possession, including maintaining appropriate firewalls, encryption and anti-virus protection, as set out in the Service SLA.
- 11.2 EHS Data shall notify the Customer as soon as possible upon discovery of any data security incident impacting the Customer Data.
- 11.3 EHS Data shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by the Customer or a third party (other than a subcontractor or representative of EHS Data).

## 12 Data protection

- 12.1 Each party agrees that, in the performance of its respective obligations under the Agreement, it shall comply with the provisions of the Data Protection Act 1998 (**1998 Act**) to the extent it applies to each of them.
- 12.2 For the purpose of this clause '**data controller**', '**data processor**', '**data subject**', '**Information Commissioner**', '**personal data**' and '**processing**' shall have the meanings given to them in the 1998 Act.
- 12.3 The parties agree that the Customer is the data controller in respect of any personal data that EHS Data processes in the course of providing services for the Customer (other than business contact data processed by EHS Data to allow it to manage the Customer's account).
- 12.4 Accordingly, EHS Data agrees that it shall:
  - 12.4.1 only carry out processing of the Customer's personal data on the Customer's instructions from time to time, such instructions at the date of the Agreement are to process the personal data

in order to provide the Services to the Users in accordance with the Documentation and to enable the Service to respond to automated requests by Users as part of their normal use of the Service;

12.4.2 implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental destruction or loss, so as to allow the Customer to comply with the seventh data protection principle;

12.4.3 as soon as reasonably practicable refer to the Customer any requests, notices or other communication from data subjects, the Information Commissioner or any other law enforcement authority, for the Customer to resolve.

12.5 The Customer acknowledges and agrees that EHS Data may be required to transfer data personal data which it processes on the Customer's behalf to countries outside the European Economic Area. EHS Data shall ensure that any such transfer will be undertaken in accordance with the 1998 Act.

### **13 Confidentiality and Publications**

13.1 Each party shall keep confidential any confidential information disclosed to it by the other during the Term and shall not use for its own purposes (other than implementation of the Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party.

13.2 The obligations in Condition 13.1 shall not apply to any information which:

13.2.1 is public knowledge or already known to such party at the time of disclosure;

13.2.2 subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into the possession of such party from a third party; or

13.2.3 a party is required to disclose that information by law, any governmental or regulatory, any court or other authority of competent jurisdiction.

13.3 The Customer shall not make any public announcement concerning the Agreement without obtaining the prior written consent of EHS Data. If permitted, publication of results dependent on or arising from the use of the Software shall include acknowledgement of the Software. The Customer shall use reasonable efforts to send a copy of each such publication to EHS Data.

13.4 The Customer agrees that EHS Data's Intellectual Property Rights and confidential information is valuable and that damages may not be an adequate remedy for any breach by the Customer of the Agreement. The Customer agrees that EHS Data will be entitled without proof of special damage to the remedies of an injunction and other equitable relief for any actual or threatened breach by the Customer of the Agreement.

### **14 Limitation of Liability**

14.1 Subject to Condition 14.3, EHS Data shall not be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:

14.1.1 loss of profit;

14.1.2 loss of data, loss or damage to other software, hardware or data; or

14.1.3 indirect or consequential loss arising under or in connection with the Agreement.

14.2 The aggregate liability of EHS Data under the Agreement shall not exceed the Subscription Fee or Support Fee paid during the term in which the claim arises.

- 14.3 Nothing in the Agreement shall limit the liability of EHS Data for:
- 14.3.1 death or personal injury caused by its negligence;
  - 14.3.2 fraud or fraudulent misrepresentation;
  - 14.3.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 14.3.4 any other liability which may not be excluded by law.
- 14.4 It is the absolute responsibility of the Customer to ensure all data is regularly backed up. Databases should additionally be backed up immediately prior to executing any database script provided by EHS Data, its agents or representatives.

## **15 Term and Termination**

- 15.1 EHS Data grants to the Customer the Licence for the Term unless terminated in accordance with this Condition.
- 15.2 EHS Data may terminate this Agreement at any time by giving notice in writing to the Customer if:
- 15.2.1 the Customer or any User commits a material breach of this Agreement and such breach is not remediable;
  - 15.2.2 the Customer or any User commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach;
  - 15.2.3 the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 30 days after the Customer has received notification that the payment is overdue; or
  - 15.2.4 any consent, licence or authorisation held by the Customer is revoked or modified such that it is no longer able to comply with its obligations under this Agreement or access and use the Service;
- 15.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
- 15.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 15.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
  - 15.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 15.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 15.3.5 has a resolution passed for its winding up;
  - 15.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 15.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
  - 15.3.8 has a freezing order made against it;

- 15.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 15.3.10 is subject to any events or circumstances analogous to those in clauses 15.3.1 to 15.3.9 in any jurisdiction;
- 15.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.3.1 to 15.3.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 15.4 The right of a party to terminate the Agreement pursuant to clause 15.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 15.5 If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this clause 15, it shall immediately notify the other party in writing.
- 15.6 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

## **16 Exit and return of Customer Data**

- 16.1 In the event of termination of the Agreement for any reason:
- 16.1.1 the right to access the Service provided under the Agreement shall terminate immediately;
- 16.1.2 The Customer shall within *seven* days return or destroy (at EHS Data's option) all EHS Data's Confidential Information or Documentation in its possession or under its control and all copies of such information; and
- 16.1.3 all provisions of the Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.
- 16.2 On the termination or expiry of the Agreement, EHS Data shall return or destroy (at the Customer's option) all Customer Data.

## **17 General**

- 17.1 EHS Data shall be not liable for failure to perform its obligations under the Agreement if such failure results from any force majeure event (whether happening in the United Kingdom or elsewhere) such as, but not limited to, Act of God, refusal of licence or other government act, terrorism, war, fire, flood, explosion, strikes, lockout, industrial action, accident, lightning damage, electromagnetic interference, radio interference, difficulty in obtaining materials or any cause beyond its reasonable control.
- 17.2 The Agreement supersedes any and all prior or contemporaneous negotiations, understandings or agreements between the parties, written or oral, with respect to the Agreement. In the instance where the terms of the Agreement conflict with a prior written agreement, the terms of the Agreement shall prevail.
- 17.3 No variation to the Agreement shall have any effect unless made in writing and approved by an authorised representative of EHS Data.

- 17.4 The Customer shall not assign or transfer any rights, duties or obligations under the Agreement without the prior written approval of EHS Data.
- 17.5 Any notice or other communication required or permitted under the Agreement shall be in writing addressed to the address stated in the Agreement and shall be deemed to have been duly given, if delivered personally, upon delivery; or if properly addressed and posted by recorded delivery mail within forty-eight hours of posting. Email may be used if approved by an authorised representative of EHS Data; delivery by email will be deemed to have been given on the day of transmission.
- 17.6 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy.
- 17.7 If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 17.8 Nothing in the Agreement is intended to, or shall be deemed to establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.9 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 17.10 The parties agree that the Agreement shall be governed by and determined in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1  
HOSTING SLA

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SCHEDULE 2  
SERVICE SLA

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