



# Jisc Agreement for Software as a Service available on Jisc's Chest platform (2024)

## Licence Terms and Conditions – comparison with 2023 Software Licence Terms and Conditions

Text highlighted in blue is deleted from the Software Licence; text  
highlighted in green is added

## Schedule 4: Terms and Conditions of the Standard Jisc Licence for Software as a Service available on Jisc's Chest Platform

### 1 Definitions

- (i) "Software" means the Software as a Service (SaaS) product shown on the Order, which includes the online resources and associated metadata, the machine-readable computer programs, and the related documentation, support services and training materials, licensed to Licensee on a subscription basis, that is owned, delivered, and managed remotely by Licensor, within a hosted environment, set out in the Specification.

### 2 Licence Grant

- 2.1 In consideration of the Fee and subject to the terms and conditions of this Licence Agreement, the Licensor grants the Licensee a non-exclusive and non-transferable right to access and use the Software and to allow Authorised Users to access and use the Software for the term set out on the Order.
- 2.2 Throughout the term of this Licence Agreement and subject to its terms and conditions, the Licensee may for Educational Purposes only:
  - (a) if required, make such temporary local electronic copies of the Software as are necessary for Authorised Users to use the Software effectively;
  - (b) allow Authorised Users to access and use the Software installed under clause 2.2 (a);
  - (c) allow "home use" of the Software unless stated otherwise on the Order. "Home use" means that Students and Staff may install access the Software on their own computer only for their own use, and only for Educational Purposes. "Home use" is subject to the Licensee ensuring that each home user agrees to the terms and conditions in the annex to this Licence Agreement and/or such other terms and conditions that the Licensor may require;
  - (d) allow Authorised Users to download and/or print out copies of the documentation supplied with and forming part of the Software for training purposes;
  - (e) make a reasonable number of copies of the Software for backup purposes.any recurrence;
- (d) not more than once a year, reasonably cooperate with any request from the Licensor to demonstrate compliance with the terms and conditions of this Licence Agreement;
- (e) nominate technical contacts for matters arising under this Licence Agreement.

### 9 Term and Termination

- 9.4 Except in the case of perpetual licences, upon termination of this Licence Agreement, the Licensee shall promptly cease to use the Software, and de-install all previously installed (if any) copies of the Software. The Licensee will allow the Licensor reasonable access to verify compliance with the foregoing obligation.

## Standard Jisc Licence for Software as a Service available on Jisc's Chest Platform - Annex: Home Use Undertakings

Subject to the Home User accepting the following provisions, the Licensor grants the Home User the right to Home Use of the Software.

### 1: Definitions

- "Home Use" means a Home User may install access the Software on a single computer of their own personally owned devices, which shall only be used by the Home User and only for the purposes of their own education, learning, private study, personal development, or academic research, or in connection with teaching the Licensee's students.