

Novoville Platform

Terms of Service



TERMS OF SERVICE

This agreement is made on {INSERT DATE}

BETWEEN:

- (1) Novoville Limited, a company registered in England and Wales with company registration number 10313940 with its registered office at 46 Aldgate High Street, London, EC3N 1AL (the “**Supplier**” or “**Us**” or “**We**”); and
- (2) {**Name of the Buyer**} whose registered office is at {insert Address} (the “**Buyer**” or “**You**”)

Each a “**Party**” and together the “**Parties**”

1. Introduction & Definitions

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).
- 1.2. These Cloud Software/Service Terms of Service govern the standard acquisition, licence and use of the Novoville Platform (Software/Service), unless specific terms are produced during the contracting period or signup flow which supersede the present terms.
- 1.3. The Novoville Platform can comprise of any of the following, absent any extra and specific terms:
 - 1.3.1. The Management Dashboard
 - 1.3.2. The Payments Package and its modules
 - 1.3.3. The Communication & Consultations Package and its modules
 - 1.3.4. The e-Frontdesk package and its modules
 - 1.3.5. The Smart Parking and its modules
 - 1.3.6. The Shared Repairs Management and its modules
 - 1.3.7. The Volunteer & Befriending System
 - 1.3.8. The Chatbot Consultations Service
 - 1.3.9. The Artificial Customer Agent Service
 - 1.3.10. The e-Ticketing Service
 - 1.3.11. The e-Payment Service



- 1.4. This agreement is between the Buyer and the Supplier and by using the Service/Software, Buyer agrees to be bound by the following terms and conditions and licence conditions. By doing so, you accept that you have read, understood and agree to be bound by the terms of this agreement. In any event, by using the Service, you agree to be bound by the terms of this agreement. If you are entering into this agreement on behalf of a Council, company, other legal entity, or any other party, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “Buyer” “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree to be bound by these terms and conditions, you may not use the Service and must stop using it immediately.
- 1.5. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be (and your use of the same shall be) subject to the terms of this agreement as amended from time to time.
- 1.6. Any contravention or breach by the Buyer (or any of your organisation’s users) of the terms of this agreement may result in the termination (or at Supplier’s sole discretion, suspension) of the Service either in accordance with the terms of the Call-Off Contract or as otherwise set out within the terms of this agreement including, but not limited to the terms of the licence for the use of the Service.

“Agreement” : means, collectively, this Agreement, its Schedules, any Purchase Order Form and any other documents incorporated herein by reference;

“Authorised Representative”: Shall have the meaning ascribed to it as the prime point of contact for the other Party under this Agreement

“Background Intellectual Property”: means any Intellectual Property Rights, other than Foreground Intellectual Property, that is used in connection with the Services;

“Business Day”: means a day, other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“Call-Off Contract Term”: the term of any Call-Off Contract as set out in the Order Form or Purchase Order Form starting from the Commencement Date;

Charges: the charges payable for the Service/Software;

Commencement Date: the commencement date of this agreement referred to in the Contract Information;

“Confidential Information” : means all materials, records, data and information in



whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to this Agreement, any scope of Services, any project protocol, project management plans, product development plans and finances of a Party for the time being confidential to the Party and trade secrets including, without limitation, technical data and know-how relating to the business of the Party or any of its suppliers, contractors, clients or business contacts;

“Critical Fault”: a reproducible fault which substantially hinders or prevents you from using a material part of the functionality of the Service/Software in question;

“Deliverables”: any Documentation, Service/Software, know-how or other works created or supplied by the Supplier (whether alone or jointly) in the course of providing the Service;

“Environment”: a single installation of the Service/Software (whether in a single server, virtual server or clustered server infrastructure) and also specifically referred to in the agreement as Live Environment (which is intended to provide content and software functionality to end users) or Preview Environment (which is for the purpose of conducting user acceptance testing by you before changes are made to a Live Environment);

“Force Majeure”: means any circumstance not within a Party's reasonable control including, without limitation: a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; and e) collapse of buildings, fire, explosion or accident. For the avoidance of doubt, Force Majeure shall not include: (a) any labour or trade dispute, strikes, industrial action or lockouts; (b) non-performance by suppliers or subcontractors;

“Hosting”: the hosting service to be provided by us to you as part of the Service pursuant to the terms of this agreement and subject to the terms of the Call-Off Contract;

“Intellectual Property Rights”: means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;



“Licence”: any licence or other agreement between us in respect of the licensing of all or any part of the Service/Software;

“Non-Critical Fault”: any reproducible fault in the Service/Software other than a Critical Fault;

“Service/Software”: the Service and any software and associated media and any Documentation the Supplier provides to the Buyer.

“Standard Support Service”: the support service to be provided by us to you as part of the Service pursuant to the terms of this agreement and subject to the terms of the Call-Off Contract;

“Standard Support Hours”: 9.00 am to 5.00 pm on Business Days;

“Software Release”: an update of the Service/Software which corrects faults, adds functionality or otherwise amends or updates the Service/Software;

“Supported Software”: has the meaning set out in clause 6

“Third Party Libraries”: any components and libraries used by us in connection with the delivery of the Services which are developed and licensed by third parties, whether such components and libraries are used within the Supported Software or otherwise and whether they are selected by you or by us;

2. Duration

2.1 Supply of the Service by the Supplier to the Buyer shall commence on the Commencement Date and, subject to termination in accordance with the provisions of either the Call-Off Contract or this agreement, shall continue for the Call-Off Contract Term including any extension period agreed in the Call-Off Contract.

2.2 Following expiry of the relevant Call-Off Contract Term (and, consequently this agreement) any resumption of the Service will require the Buyer to enter into a new agreement with the Supplier and the payment by the Buyer of the Charges in relation to the pricing set out in the applicable G-Cloud listing on the Digital Marketplace.

3. Charges

3.1 In consideration of the Service, the Buyer shall pay the Charges. The Buyer shall pay the Charges annually in advance within 30 days of the date of the Supplier's invoice unless otherwise agreed in the Order Form and Call-Off Contract.

3.2 The Buyer shall pay the monthly subscription charge for the Service where applicable. The subscription charges are nonrefundable. For the avoidance of doubt there will be no refunds or credits where the Buyer has used the Service for only part



of the contract period or where there has been no use, or partial use of the Service, or where Buyer has obtained an addition or reduction in the Services. For the avoidance of doubt, the Supplier does not accept any liability whatsoever for any loss of applications, content, features or capacity caused as a result of a reduction of the Service the Buyer has obtained.

3.3 The Buyer shall pay all costs (at the Supplier's then prevailing rates) and reasonable expenses incurred by the Supplier for work carried out by us in connection with any fault which is not covered by this agreement or the Call- Off Contract including for the avoidance of doubt any data recovery work undertaken by the Supplier following loss or damage to data caused by matters or circumstances beyond our reasonable control (including but not limited to viruses, denial-of-service attacks or any other form of cyberattack).

3.4 Unless otherwise agreed in the Order Form, Purchase Order Form and Call-Off Contract, the Buyer shall reimburse any reasonable travel or subsistence expenses incurred by the Supplier where such expenses are incurred wholly and exclusively for the purpose of providing on-site support as part of the Services, provided that any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.

3.5 If the Buyer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting our remedies under clause 17, the Buyer shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Buyer shall pay the interest together with the overdue amount.

3.6 All amounts due under this agreement shall, subject to the terms of the Order Form, Purchase Order Form and Call-Off Contract, be paid by the Buyer to Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.7 All funds collected via the supplier will be reconciled on a monthly basis, or other interval to be agreed, to the buyers nominated bank account, and full associated parking event details provided, in the case of parking related payments, or any other Council related payment. Payment is made via a third party PCI-compliant service; no card details are stored in the system, therefore, payment is completely secure. a) We will collect parking permit payments through its parking payments systems, and reconcile these funds to You, less the applicable margin to the supplier, and less the applicable charges to third party credit or debit card payment processing companies. The same applies to any other Council related payment. b) We have full



responsibility and control of all payment processing and associated management actions, including refunds and chargebacks, and will be the arbiter of all decisions relating to payments, refunds or chargebacks. We will be the sole party liaising with any third-party payment processing provider engaged by us. c) The applicable payment processing charges are those that have been applied by the payment processing providers at time of transactions. d) The suppliers margin and deductions on all reconciliations is as per the terms of the Order Form, Purchase Order Form and Call-Off Contract.

3.8 The buyer acknowledges that it is a condition of this agreement that all payments received from any source against a violation, or credits applied will be accurately recorded on Novoville.

3.8.1. The monthly subscription fee shall be calculated by the gross payments received by the driver, plus any parking violations in respect of which credits are recorded (for any reason) by the driver, in any given month, in respect of parking violation input to the Software at the rate described in the pricing document. An invoice will be raised on strict 7 day payment terms, unless direct debit is elected by the client.

3.8.2 For the avoidance of doubt we are entitled to charge and receive payment for all parking violation payments and credits uploaded to the Novoville Platform. Cancellation of a violation or any refunds provided by the local authority will not result in any refund of subscription charges. We may also raise a subscription charge for violations where it is cancelled with the sole purpose of avoiding charges under this agreement. Where the amount to be paid in accordance with clause 3.8.1 above would be lower than the rate described in the pricing document, the Customer shall instead pay rate described in the pricing document.

The Supplier reserves the right to charge further fees should the Buyer wish to enjoy future services and/or modules to the Software which may be offered by the Supplier.

3.8.3 Electronic copies only of invoices will be sent monthly in arrears.

3.8.4 A handling charge of £10 plus VAT must be made per cheque if payment is made by cheque. If payment is made by cheque, cleared funds must still be received by us within 7 days of our relevant invoice.

3.9 All amounts payable under this agreement shall be exclusive of VAT or any relevant local sales taxes which shall be paid at the rate and in the manner for the time being prescribed by law.

4. Grant, Use and Scope of License

The Service/Software is subject to the following licence conditions :



4.1 The Supplier and/or its licensors owns all right and title to the intellectual property, designs and concepts in all elements of the Service/Software and Supplier warrants that it has the right to license use of the Service/Software to the Buyer.

4.2 The Supplier licenses use of the Service/Software to the Buyer on the basis of the following terms and for the duration and maximum number of concurrent users set out in the Order Form. The Supplier does not sell the Service/Software to the Buyer and accordingly ownership of the Service/Software shall not pass to the Buyer.

4.3 In consideration of the payment of the subscription charge for the Service in accordance with the pricing set out in the applicable G-Cloud listing on the Digital Marketplace, the Supplier hereby grants to the Buyer a non-exclusive, non-transferable licence to use the Service/Software on the terms of this Licence.

4.4 The Buyer may use the Service/Software for its normal business purposes only. Provided that the Buyer complies with the provisions in clause 10, may make such copies of the Service/Software as are reasonably necessary for back-up purposes. The Buyer may receive and use any free supplementary piece or set of software code or updates of the Service/Software incorporating “patches”, corrections of errors and upgrades as may be provided by the Supplier from time to time and the Buyer use any Documentation in support of the use permitted under this clause and make such copies of the Documentation as are reasonably necessary for its lawful use.

4.5 The Supplier shall be entitled to monitor Buyer’s usage of the Service/Software (and at Supplier’s request Buyer shall provide us with all access necessary to carry out such monitoring) to determine whether the Buyer at any time exceed the Maximum Concurrent Users (1,000 authority users). If our monitoring reveals you have exceeded the Maximum Concurrent Users, we shall be entitled to recalculate the subscription charge for the Service in accordance with the pricing set out in the applicable G-Cloud listing on the Digital Marketplace with reference to your actual usage and you shall pay the shortfall within 5 working days of our demand.

4.6 Neither party shall transfer the Buyer’s rights and obligations under this Licence to another person, entity or organisation without the other party’s written consent, not to be unreasonably withheld or delayed.

5. Supported Software

5.1 The Supported Software is: a) the Service/Software; b) any Software Release which is acquired by the Buyer (whether under this agreement or any other agreement between the parties) during the course of the relevant Licence and which



accordingly becomes part of the software defined as the Service/Software under that Licence; and c) any other service or software which we agree in writing should be Supported Software for the purposes of this agreement;

PROVIDED THAT we shall not be required to support such Service/Software: d) on any Solution Stack other than as indicated and defined in the Contract Information; e) in respect of any version other than a Supported Software Version; or f) in any Environment other than one of the Environments specified in the Contract Information.

5.2 For the avoidance of doubt, the Supported Software excludes: a) any service or software not supplied to Buyer by Supplier; and b) any bespoke software or service developed by the Supplier for the Buyer (unless specifically described in the Contract Information or otherwise agreed in writing by us).

5.3 In relation to Software Releases: a) as part of the Software/Service Updates, we shall make Software Releases available to you without charge.

6. Support, Software/Service Updates & Hosting

As part of the Service/Service purchased by the Buyer, Supplier shall provide the support, software/service updates and hosting services:

6.1 The Support Service shall be provided during the Standard Support Hours (or such other hours as we may agree in writing) Support queries go directly to a pool of support engineers and then the head of the support team allocates the individual work that shall comprise:

- a) online support via online ticketing/website and/or web chat service to registered users at your organisation in respect of technical issues and errors in the Supported Software. Our support staff shall be entitled to close any ticket which does not relate to a technical issue or error or where they are able to direct you to the solution online or in any Documentation;
- b) telephone support in respect of technical issues and errors in the Supported Software that you have logged via online ticketing and/or web chat;
- c) diagnosis and, where possible, correction of faults in the Service/Software;
- d) where a Non-Critical Fault is to be corrected in a forthcoming Software/Service Release, then for a reasonable period before the issue of such Software Release we may decline to provide assistance in respect of that Non-Critical Fault; and
- e) We shall use our reasonable endeavours to ensure that the Standard Support Service meets the service levels set out in Schedule 2.

6.2 In relation to the Software/Service Updates:



- a) we shall issue Releases of the Service/Software as and when required and in whatever form as we determine in our absolute discretion; and
- b) we shall supply to you all revisions to the Documentation which are necessary in order to reflect any Software/Service Release acquired by you.
- c) Application of a Software/Service Release is by arrangement with you, pursuant to the Updating Service. To ensure that we do not introduce either Critical or Non-Critical Faults (together Faults) to your Live Environment(s), we recommend that you try a Preview Environment to mirror the architecture and content of your Live Environment to allow both parties to test changes to the Supported Software before applying them to the Live Environment. (i) Where you have adopted a Preview Environment, we shall apply any changes pursuant to the Updating Service to the Supported Software on your Preview Environment, inform you in writing and require you to perform a user acceptance test of the changes, as applied to your Preview Environment, within an agreed reasonable time. We shall not apply any changes to your Live Environment and Supported Software until we have received a written confirmation from you that the Service/Software operates as required on the Preview Environment. We shall not be liable for Faults in the Service/Software identified on your Live Environment that cannot be replicated on your Preview Environment. (ii) Where you have not adopted a Preview Environment and we have been unable to test such changes as referred to above, you acknowledge and agree that the Standard Support Service shall not be applied and we shall not be liable for any loss or damage arising from Faults that we introduce where we have been unable to test such changes. d) All dates supplied by us for the delivery of Software/Service Releases or the provision of any other Service shall be treated as approximate only. We shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

6.3 The Supplier may, on prior notice to the Buyer, and subject always to the terms of the Call-Off Contract, make changes to the Service, provided such changes do not have a material adverse effect on Buyer's business operations.

6.4 The Supplier shall have no obligation to provide the Standard Support Service in respect of any faults in Supported Software arising from: a) misuse, incorrect use of or damage to the Supported Software from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power; b) any changes to the Supported Software database(s) that have not been made by us or our agents or sub-contractors; use of the Supported Software with unsupported browsers. c) use of the Supported Software in combination with any equipment or software not provided by us or not designated by us for use with any



Software/Service Release forming part of the Supported Software, or any fault in any such equipment or software; d) any breach of your obligations under this agreement howsoever arising or having the Supported Software maintained by a third party; e) user error; or f) Faults in the Service/Software identified on your Live Environment that cannot be replicated on your Preview Environment.

6.5 For the avoidance of doubt, the Service does not include any professional services (such as the development of bespoke software or the building or alteration of forms or templates). Any such services shall be provided at our professional service rates as are in force from time to time and in accordance with/and/or the terms of any relevant and current Digital Marketplace listing.

6.6 If you report issues in a Supported Software Release older than the most recently issued Software/Service Release, we shall provide you with technical advice and assistance in upgrading to the latest Software Release. If the relevant issue is not resolved following such upgrade we shall schedule a fix in a subsequent Software/Service Release at our discretion (with reference to the severity of the reported issue and the impact upon your business or organisation).

7. Data Protection and Handling

The Parties agree that the handling and processing of data shall be undertaken as set out in Schedule 1 to this Agreement.

8. Confidentiality

8.1 The Parties each undertake to keep confidential and not to disclose to any third party, or to use themselves other than for the purposes of the Services or as permitted under or in accordance with this Agreement, any Confidential Information belonging or relating to the other Party.

8.2 Each Party may disclose the other Party's Confidential Information:

8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 8. The receiving Party shall be responsible for any breach of these confidentiality obligations and non-use defined in this clause 8 by its and its employees, officers, representatives or advisers; and

8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



8.3 The obligations contained in this clause 8 shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:

8.3.1 is publicly known at the time of disclosure to the receiving Party; or

8.3.2 becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors; or

8.3.3 can be proved by the receiving Party to have reached it otherwise than by being communicated by the other Party including: (i) being known to it prior to disclosure; (ii) having been developed by or for it wholly independently of the other Party; or (iii) having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;

8.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where legally permissible, the disclosing Party is given reasonable advance notice of the intended disclosure.

8.4. No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

8.5 Each Party shall ensure that all material recording of the other Party's Confidential Information (including all copies of the same that may have been produced) is immediately transferred to the other Party upon the other Party's request or promptly upon completion of the Services, except that a Party may retain one copy solely for compliance purposes, and shall not be required to transfer any copies retained within its computer systems, and made solely as a result of routine system back-up procedures.

8.6 The Customer shall:

8.6.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

8.6.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

8.6.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Clause 8.6.2, and will enforce them where appropriate;

8.6.4 promptly report to Novoville any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the



performance of this Agreement;

8.6.5 immediately notify Novoville if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);

8.6.6 within 1 month of the date of this Agreement, and annually thereafter, certify to the Customer in writing signed by an officer of the Customer, compliance with this Clause 8 by the Customer and all persons associated with it and all other persons for whom the Customer is responsible under Clause 8.1.3. The Customer shall provide such supporting evidence of compliance as Novoville may reasonably request.

8.7 For the avoidance of doubt and notwithstanding the terms of this clause 8, each Party may disclose the terms of this Agreement, in a redacted form, to any bona fide potential or actual investor, stockholder, investment banker, acquirer, merger partner or other potential or actual financial partner of a Party or its agents, in each case subject to confidentiality disclosure agreement.

9 Insurance

9.1 Each of the Parties shall maintain adequate and sufficient insurance to cover its respective obligations under the Agreement, including if applicable: (i) employers liability insurance, (ii) public liability insurance; and (iii) professional indemnity insurance in amounts reasonably appropriate to the conduct of its business in accordance with industry standards. Each Party will on request provide the other Party with a broker's letter confirming the existence of such insurance.

10. Obligations, Restrictions and Requirements

10.1 Except as expressly set out in the conditions of this agreement or as permitted by any local law, you undertake: a) not to copy the Service/Software except where such copying is incidental to normal use of the Service/Software or where it is necessary for the purpose of back-up or operational security; b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Service/Software (but you may insert your own custom scripts in those directories of our installation structure as may be indicated by the Documentation or as otherwise agreed in writing between the parties); c) not to reproduce, duplicate, copy, sell, resell, reuse or exploit any portion of the Service user interface, source code or visual design elements and/or concepts without express written permission from the Supplier or use of the Service, or access to the Service contrary to the terms of this agreement and/or the Call-Off Contract; d) not to make alterations to, or modifications of, the whole or any part of the Service/Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs unless expressly agreed in writing between the parties; e) not to disassemble, de-compile, reverse



engineer or create derivative works based on the whole or any part of the Service/Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Service/Software with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving interoperability of the Service/Software with another software program; (ii) is not disclosed or communicated without Supplier's prior written consent to any third party to whom it is not necessary (as determined in Supplier's sole discretion) to disclose or communicate it; and (iii) is not used to create any Service/Software which is substantially similar to the Service/Software;

f) not to examine the source code incorporated within the Service/Software other than for the purposes of creating compatible or inter-operating software applications and not to copy or adapt such source code; g) not to allow third parties other than your employees or sub-contractors to access the Service/Software except where allowance is made for this in the Call-Off Contract or Order Form or to examine the source code incorporated within the Service/Software (and such persons shall access the source code only to the extent provided for at clause 10.1(f) above); h) to supervise and control use of the Service/Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence; i) to include our copyright notice on all entire and partial copies of the Service/Software in any form and not to remove any such notices (including any copyright notices in any source code files); j) not to remove the "Novoville" or "Powered by Novoville" text and hyperlink that may be included in any forms or templates developed and supplied to you by us, our agents or authorised partners; k) not to provide, or otherwise make available, the Documentation or Service/Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; l) not to allow more users to access the Service/Software concurrently than the maximum number of licensed users and/or the concurrent users (as specified in the Order Form or as otherwise agreed between the parties) (Maximum Concurrent Users); m) not to misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; n) not to knowingly publish, post, link to or transmit any material which is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or the terms of this agreement; and o) not to attempt to gain unauthorised access to the Service, the server from which the Service is provided or any other server, computer or database connected to the Service. By breaching this provision, you would commit a criminal offence under the Computer



Misuse Act 1990. The supplier will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease.

10.2 Buyer accepts that Supplier is not responsible for the content posted or otherwise appearing on the Service and that you are exposed to the content of the Service at your own risk.

10.3 Supplier may, but has no obligation to, remove content that Supplier determines in its sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or the terms of this agreement (Inappropriate Content). You must not upload or transmit any Inappropriate Content using the Service.

10.4 You understand and accept that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or mobile devices. Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

10.5 The Buyer is exclusively responsible for the selection, use of and results obtained from any other programs, materials or services used in conjunction with the Service/Software.

10.6 The Buyer shall ensure that has in place public liability insurance to cover any injury that could be suffered by our personnel at its premises.

10.7 The Buyer shall provide the Supplier and its staff and all other persons duly authorised by Supplier with full, safe and uninterrupted access (including remote access with a network connectivity speed of at least 128KB per second) to your premises, systems, facilities and the Service/Software as may reasonably be required for the purpose of performing the Service, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours. Where the Service is to be performed at any of your premises, you shall provide adequate working space and office facilities (including telephone) for use by our staff and take reasonable care to ensure their health and safety.

10.8 You shall take all reasonable steps to ensure that the Supported Software is operated in a proper manner by your employees.

10.9 You shall: a) co-operate with us in performing the Service and provide any



assistance or information as may reasonably be required by us, including in relation to the diagnosis of any faults; b) report faults promptly to us.

10.10 The Buyer warrants that it shall ensure that the following are in place before commencing with the provision of any activities using or facilitated by the Software/Services:

- (a) Suitable policies in relation to the relevant activity, e.g. a volunteering policy for users of the Get Volunteering module;
- (b) Suitable risk assessment policies;
- (c) Suitable child protection policies and measures;
- (d) Suitable vulnerable adults' policy and appropriate measures;
- (e) Suitable data protection policy and appropriate measures;
- (f) Suitable health and safety policy;
- (g) Suitable public liability and/or employers liability insurance covering the activities; and
- (h) Terms and conditions for its users of the Software/Services or participants of any activities, requiring compliance with the above policies and the Acceptable Use Policy in Schedule 4.

10.11 The Buyer warrants that it shall comply with the Acceptable Use Policy in Schedule 4 and all relevant laws, statutory instruments, regulations and related guidance produced by relevant government and statutory organisations when providing activities using or facilitated by the Software/Services, including without limitation equal opportunities legislation, employment legislation, The Disability Discrimination Act 1996, The Race Relations Act 1976 (as amended), The Sex Discrimination Act 1975, The General Data Protection Regulation (GDPR) and all relevant associated statutory instruments and guidance from the Information Commissioner in relation to the use and treatment of Personal Data, The Health and Safety at Work etc Act 1974, the Health and Safety Work Regulations 1999, and all relevant associated statutory instruments, all principles and guidance produced by the Health and Safety Executive, all applicable child protection and vulnerable adults' legislation, including (without limitation) the Safeguarding Vulnerable Groups Act 2006.

10.12 The Buyer warrants that where the activity using or facilitated by the Software/Services involves direct engagement with persons under the age of 18 and/or vulnerable adults, it will obtain all necessary DBS disclosure checks.

10.13 The Buyer may, with the written consent of the Supplier, permit expressly specified third-party organisations to use the Software/Services provided to the Buyer provided that: (a) the Buyer shall procure that such third-party organisation complies with the terms of this Agreement; (b) the Buyer shall remain liable for all



acts and omissions of such third party as though they were acts or omissions of the Buyer.

11. Buyers Application Code, APIs and SDKs terms of Use

11.1 The Buyer may develop applications and access content and data stored within applications provided through the Service via an API and/or SDK (Software Development Kit) which may be provided and maintained by the Supplier as part of the Service.

11.2 If either the Buyer, or a third party acting on the Buyer's behalf, or any user of the Service at the Buyer's company/organisation creates applications or program code using the Service, the Buyer authorises the Supplier to host, copy, transmit, display and adapt such applications and program code, solely as necessary for the Supplier to provide the Service in accordance with this agreement. Save as stated otherwise elsewhere in this agreement, the Supplier acquires no right, title or interest from the Buyer or Buyer's licensors under the terms of this agreement in or to such applications or program code, including any intellectual property rights therein.

11.3 Any use of a Novoville API, including use of an API through a third-party product, is subject to the following terms:

a) Abuse or excessively frequent requests to the service via a Novoville API may result in the temporary or permanent suspension of Buyer's access to such API. The Supplier, in its sole discretion, will determine what constitutes abuse or excessive usage of any API. The Supplier will make an attempt via email to warn Buyer prior to suspension. b) The Supplier reserves the right at any time to modify or discontinue, temporarily or permanently, Buyer's access to the API (or any part thereof) with or without notice. c) Where Buyer uses a Novoville API to produce its own portal/website onto the Novoville service, Buyer must notify all end users of that portal/website that their user information may be used to authenticate them if they access Novoville-based portals/website/apps used by other third parties and the Buyer must obtain their consent before registering them as users. The Buyer agrees to indemnify and keep indemnified the Supplier against all costs, losses and expenses it may incur as a result of the Buyer failing to secure such consent. d) The Buyer's attention is also drawn to the provisions of clause 14 in respect of the use of any Novoville API.

12. Non-Novoville Products and Service



12.1 Novoville or third parties (including your own organisation) may from time to time make available to the Buyer third-party applications (Non-Novoville Applications), products or services, including but not limited to implementation, customisation and other consulting services. Any acquisition by the Buyer of such non-Novoville products or services, and any exchange of data between the Buyer and any non-Novoville provider, is solely between the Buyer and the applicable non-Novoville provider. The Supplier does not provide any warranty for or support any non-Novoville products or services, whether or not they are designated by the Supplier as “certified” or otherwise and accepts no liability whatsoever for any loss arising from the use of such products and services, except as agreed separately in writing.

12.2 If the Buyer installs or enable Non-Novoville Applications for use with the Service, the Buyer acknowledge that the Supplier may allow providers of those Non-Novoville Applications to access the Buyer’s data as required for the interoperation of such Non-Novoville Applications with the Service. The Buyer shall not be responsible for any disclosure, modification or deletion of the Buyer’s data resulting from any such access by Non-Novoville Application providers. The Service shall allow the Buyer to restrict such access by preventing the Buyer’s users from installing or enabling such Non-Novoville Applications for use with the Service.

12.3 The Service may contain features designed to interoperate with Non-Novoville Applications (e.g. social media applications). To use such features, the Buyer may be required to obtain access to such Non-Novoville Applications from their providers. If the provider of any such Non-Novoville Application ceases to make the Non-Novoville Application available for interoperation with the corresponding Service features on reasonable terms, the Supplier may cease providing such Service features without entitling the Buyer to any refund, credit, or other compensation. If the Service allows user authentication using such Non-Novoville Applications the Buyer acknowledges that the Supplier is not responsible for their security protocols or performance and the Buyer agrees that uses such Non-Novoville Applications entirely at its own risk.

12.4 The Service may allow authentication using Non-Novoville Applications such as social media applications.

13. Intellectual Property Rights

13.1 The Supplier and/or its licensors own all rights and title to the intellectual property, designs and concepts in all elements of the Service/ Software and the Supplier warrants that it has the right to license use of the Service/Software to the Buyer.

13.2 The Buyer acknowledges that all Intellectual Property Rights in the



Service/Software throughout the world belong to the Supplier or its licensors, that rights in the Service/Software are licensed (not sold) to the Buyer, and that the Buyer has no rights in, or to, the Service/Software other than the right to use them in accordance with the terms of this agreement.

13.3 Save where otherwise expressly agreed in writing between the parties, all legal and beneficial intellectual property rights (including but not limited to copyright) in or arising out of any Deliverables provided by the Supplier pursuant to any professional services shall at all times vest in the Supplier. The Supplier shall grant to the Buyer a perpetual, non-exclusive, non-assignable licence to use such Deliverables for its normal business purposes.

14. Indemnity and Limitation of Liability

14.1 Subject to clause 14.3, the Buyer shall indemnify and hold harmless the Supplier, its employees and subcontractors against liabilities, expenses (including reasonable attorney's fees) and losses incurred by the Supplier or its employees and subcontractors in connection with any third party claim, action or proceeding against the Supplier arising out of or in connection with (a) the Buyer's use of the Service/Software; and/or (b) the Buyer's material breach of this Agreement; and/or (c) the Buyer's breach of any warranties given under this Agreement; or (d) instructions given by the Buyer in relation to the Services; except to the extent that such claim, action or proceeding is caused by: (i) the negligence, wrongful act or wilful misconduct of the Supplier, its employees or any subcontractor; or (ii) material breach by the Supplier of this Agreement.

14.2 Subject to clause 14.3, the Supplier shall indemnify and hold harmless the Buyer against liabilities, expenses (including reasonable attorney's fees) and losses incurred by the Buyer in connection with any third party claim, action or proceeding made or threatened against the Buyer arising out of or in connection with the negligence, wrongful act or wilful misconduct of the Supplier except to the extent such claim, action or proceeding is caused by the negligence, wrongful act or wilful misconduct of the Buyer or a material breach by the Buyer of this Agreement.

14.3 Where a Party (the "Indemnified Party") seeks indemnification from the other Party (the "Indemnifying Party") under this Agreement, the Indemnified Party shall provide prompt written notice to the Indemnifying Party of the assertion or commencement of any such third party claim. The Indemnifying Party shall have the right to assume the defence of any such claim and shall not be liable for settlement of any claim effected without its written consent. The Indemnified Party shall provide all assistance and information reasonably required by the Indemnifying Party. The Indemnified Party shall: (a) not make any admission of liability, conclude any



agreement in relation to such liability or make any compromise with any person, body or authority in relation to such liability without the prior written consent of the Indemnifying Party; and (b) have the right to participate in (but not control) the defence of a claim and to retain its own counsel in connection with such claim at its own expense.

14.4 Each Party shall immediately give written notice to the other of any challenge to any Party's Intellectual Property rights by a third party which comes to its knowledge.

14.5 In addition to, and without prejudice to, clause 14.3, in the event that the use of the Indemnifying Party's Intellectual Property for any activity contemplated under this Agreement infringes any Intellectual Property Right belonging to a third party, the Indemnifying Party shall, at its own expense, use its best endeavours either to modify its Background Intellectual Property to be non-infringing or to obtain, at its own expense, for the other Party a licence to continue using the Indemnifying Party's Intellectual Property. In the event that the Parties reasonably agree that it is not possible either to modify the Indemnifying Party's Intellectual Property to be non-infringing, or to obtain for the other Party a licence to continue using the Indemnifying Party's Background Intellectual Property, then the Indemnified Party may terminate this Agreement and all licences granted pursuant to it immediately on written notice, and the Parties shall cooperate with respect to an orderly termination of the same. Termination under this clause 14.5 shall be without prejudice to the rights of either Party accrued at the date of termination.

14.6 Neither party shall be responsible to the other party for, any incidental, indirect, consequential, punitive, exemplary, or special damages (including, without limitation, loss of sales, revenue or profits) arising in connection with any default or breach by the other party of its obligations under this agreement (including any purchase order form or any documents related thereto)

14.7 Nothing in this Agreement limits any liability which cannot legally be limited, including, but not limited to, liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation.

14.8 Subject to clause 14.7, the Supplier's total liability to the Buyer shall not exceed the total amount received by the Supplier under this Agreement. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

15. Term and Termination

15.1 This Agreement shall take effect on the date stated on the Purchase Order Form and/or the Call- Off Contract and shall expire on the date specified in the Purchase Order Form and/or the Call- Off Contract unless terminated earlier by either Party giving to the other not less than three months' prior written notice.



15.2 Either Party shall be entitled to terminate this Agreement at any time, including during the currency of any Project, by notice in writing to the other if:

15.2.1.the other Party is in material breach of this Agreement which breach is irremediable or, if remediable, is not remedied by the defaulting Party within twenty (20) Business Days of being requested to do so by the other;

15.2.2.the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2);

15.2.3.the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

15.2.4.a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

15.2.5.an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);

15.2.6.the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;

15.2.7.a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;

15.2.8.a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party’s assets and such attachment or process is not discharged within fourteen (14) Business Days;

15.2.9.any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 15.2.2 to 15.2.8 (inclusive);



15.2.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

15.2.11. the other Party is in breach of any of its confidentiality obligations under Clause 10.

15.3. Termination in accordance with this clause 13 shall be without prejudice to the rights of the Parties accrued at the date of termination including obligations to pay valid invoices and/or incurred and non-cancellable costs in relation to the Services prior to termination.

16. Customer Data

16.1 The Buyer (and/or the End User) shall own all rights, title and interest in and to all data inputted by the End User/the Buyer (or by the Supplier or its appointed agent on Buyer's behalf) for the purpose of using the Service/Software or facilitating your use of the Service/Software (Customer Data) and the Buyer shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.

16.2 In the event of any loss or damage to Customer Data, Buyer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in the documentation made available by the Supplier from time to time. Where such loss or damage is caused by matters or circumstances beyond the Supplier's reasonable control (including but not limited to viruses, denial-of-service attacks or any other form of cyber-attack) any such restoration shall be at the Buyer's cost. The supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party except those third parties subcontracted by the Supplier to perform services related to Customer Data maintenance and back-up.

16.3 Schedule 1 of this Agreement sets out further provisions concerning the processing of Customer Data by the Supplier on behalf of the Buyer.

17. Warranties

17.1 The Supplier in respect of the service/software warranties that are set out in Clause 10 of the EULA represents and warrants to the Buyer that:

a) the Service/Software will be performed: (i) in accordance with all applicable laws and regulations; and (ii) with reasonable skill and care; b) to the best of the Supplier's knowledge and belief, the Deliverables will not infringe the Intellectual Property Rights of any third party; and c) at the Commencement Date, the Supplier

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has obtained and will maintain for the duration of this agreement all permissions, licences and consents necessary for the Supplier to perform its service obligations under this agreement.

17.2 If, during the term of this agreement, the Supplier receives written notice from the Buyer of any breach by the Supplier of the representations and warranties contained in clause 17.1(a), The Supplier shall, at its own option and expense, remedy that breach within a reasonable period following receipt of such notice, or terminate this agreement immediately on written notice to the Buyer and repay to the Buyer all sums which the Buyer has paid to the Supplier under this agreement during the year in which the termination occurs, less a charge for the Service/Software performed up to the date of termination. The Buyer shall provide all information reasonably necessary to enable the Supplier to comply with its obligations under this clause 17.2. If the provision in this clause is utilised, this clause sets out the Buyer's sole remedy and the Supplier's entire liability for breach of clause 17.1(a)

17.3 The Supplier warrants that: a) the Service/Software is tested in accordance with quality assurance procedures complying with the ISO 9000/2001 standard; b) if the Supplier supplies any software to the Buyer on a DVD or other similar media, such media is (at the time it is supplied) free from defects in design, material and workmanship under normal use; c) the Service/Software will, when properly used perform substantially in accordance with the functions described in the Documentation; and d) the Documentation correctly describes the operation of the Service/Software in all material respects, for a period of 30 days from the date of installation of software provided as part of the Service/Software (Warranty Period). If a defect in the DVD or other media occurs during the Warranty Period, we will replace it free of charge if the Buyer returns it to the Supplier with (so far as you are able) a documented example of such defect or error.

17.4 If, within the Warranty Period, the Buyer notifies the Supplier in writing of any defect or fault in the software provided as part of the Service/Software as a result of which it fails to perform substantially in accordance with the Documentation, the Supplier will, at its sole option, either repair or replace the software, provided that the Buyer makes available all the information that may be necessary to help the Supplier to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

17.5 The warranty does not apply: a) if the defect or fault in the Service/Software results from the Buyer having amended the Service/Software; b) if the defect or fault in the Service/Software results from the Buyer having used the Service/Software in contravention of the terms of this agreement; c) if the defect or fault in the Service/Software arises only when the Service/Software is used with unsupported browsers; d) to any software created by the Buyer to inter-operate with the



Service/Software (unless otherwise expressly agreed in writing); or e) to the ability of the Service/Software to inter-operate with any third party software (whether produced by the Buyer or otherwise) unless otherwise expressly agreed in writing.

18. Governing Law and Jurisdiction

18.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation

19. Notices

19.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:

19.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

19.1.2. sent by email to the following email address:

For the Supplier: info@novoville.com or such email address as notified to the Buyer from time to time;

For the Buyer: [INSERT EMAIL ADDRESS] or such email address as notified to the Supplier from time to time.

19.2. Any notice or communication shall be deemed to have been received:

19.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

19.2.3. if sent by email, at the time the notice is sent, provided that the sender is not notified of any server failure, data overload, interception by spam filters, or any other delivery failure notice.

19.3. Clause 19.2.3 shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.



20. Publicity

20.1. Neither Party will disclose publicly or utilise in any advertising or promotional materials or media the existence of this Agreement or its association with the other, or use of the other Party's name without the prior written permission of the other Party, provided however, that the Supplier may use the name of the Buyer in its list of customers for marketing purposes.

21. Third Party Rights

21.1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

For and on Behalf of Novoville Limited

Signed.....

Name.....

Position.....

Date.....

For and on Behalf of the Licensee (The Buyer): {INSERT NAME, ADDRESS}

Signed.....

Name.....

Position.....

novoville

Date.....

Schedule 1 : The Supplier Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of the Agreement between the Buyer and the Supplier for the provision of certain Services by the Supplier to the Buyer, and reflects what the Parties have agreed in relation to the Processing of Personal Data. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to the Buyer pursuant to the Agreement, the Supplier may Process Personal Data on behalf of the Buyer (as further detailed in this Schedule 1) and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith. With effect from 25 May 2018, this DPA has automatically replaced any comparable or additional rights relating to Processing of Personal Data contained in the Agreement (including any existing data processing addendum to the Agreement), unless otherwise agreed in writing between the parties.

Data Processing Terms

1. Definitions

“Data Controller”: means the entity which determines the purpose and means of Processing of Personal Data

“Data Processor”: means the entity which Processes Personal Data on behalf of the Data Controller

“Data Protection Laws”: means all laws and regulations, including the Regulation (EU) 2016/679 (General Data Protection Regulation) (“GDPR”) and any successor legislation, applicable to the Processing of Personal Data under the Agreement, as amended or updated from time to time.

“Data Subject”: means the identified or identifiable natural person to whom Personal Data relates

“Personal Data”: means any information relating to an identified or identifiable natural person which is submitted by the Buyer in respect of the provision and use of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that



natural person.

“Processing”: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Security and Privacy Policy”: means the Security and Privacy Policy applicable to the specific Services purchased by the Buyer, as updated from time to time, and accessible via the Supplier Support Services or as otherwise made reasonably available by the Supplier.

“Sub-processor”: means any Data Processor engaged by the Supplier

“Third Party Applications”: means any applications or software products or services that interoperate with the Services but which are not provided by the Supplier.

2. Processing of Personal Data

2.1. The Parties acknowledge and agree that in respect of Processing of Personal Data the Buyer is the Data Controller, the Supplier is the Data Processor, and the Supplier will engage Sub-processors pursuant to this DPA.

2.2. The Buyer shall, in its use of the Services, Process Personal Data in accordance with the requirements of the Data Protection Laws and shall ensure that any instructions provided to the Supplier for the Processing of Personal Data shall comply with Data Protection Laws.

2.3. The Buyer shall be responsible for (a) ensuring that all data subjects have been informed of and, where appropriate, have given their consent to the collection and processing of personal data by the Buyer and by the Supplier on behalf of the Buyer including (but not limited to) providing a relevant privacy policy to the data subjects (b) ensuring the Personal Data provided by the Buyer to be processed by the Supplier pursuant to the Agreement is Processed on lawful grounds.

2.4. Each Party must immediately notify the other if it becomes aware of a complaint or allegation of breach of the Data Protection Laws by any person or an investigation or enforcement action by a regulatory authority, in connection with the Agreement.

2.5. The Supplier shall, to the extent required by applicable Data Protection Laws:

2.5.1. not access or use the Personal Data except as necessary to provide the Services, and shall only Process such Personal Data in accordance with this DPA and only on the Buyer's instructions;

2.5.2. implement appropriate technical and organisational measures to protect



any Personal Data against unauthorised or unlawful Processing and accidental loss, disclosure, access or damage, including those measures set out in the Security and Privacy Policy;

2.5.3. cooperate and provide reasonable assistance to the Buyer in connection with the Buyer's compliance with the Data Protection Laws insofar as it relates to the Services. This may include assistance with: (i) responding to requests from individuals or authorities, (ii) notifying data breaches to affected individuals or authorities; and (iii) carrying out data protection impact assessments;

2.5.4. delete or return to the Buyer all Personal Data upon the Buyer's request or in accordance with Schedule 1 on termination or expiry of the Agreement, unless otherwise required under applicable laws;

2.5.5. ensure that persons authorised to access the Personal Data are subject to confidentiality obligations, whether by contract or statute;

2.5.6. as soon as reasonably practicable, promptly notify the Buyer in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. The notice will specify: (i) the categories and number of individuals concerned; (ii) the categories and number of records involved; (iii) the likely consequences of the breach; and (iv) any steps taken to mitigate and address the breach;

2.5.7. give the Buyer access during normal working hours to audit any relevant records and materials held by the Supplier which are necessary to demonstrate compliance by the Supplier with its obligations under this DPA. To the extent permissible under Data Protection Laws, the Buyer shall: (i) reimburse the Supplier for any reasonable costs incurred in relation to any audit requested by the Buyer; and (ii) take all steps necessary to minimise the disruption to the Supplier's business.

2.6. For the avoidance of doubt, the Supplier shall be entitled to collect anonymous and/or aggregated data regarding the Buyer's use of the Services, provided that no individual natural person can be identified from such data ("Aggregate Data"). the Supplier shall own all right, title and interest in and to the Aggregate Data and the Supplier shall not be required to process such data in accordance with this DPA.

3. Sub-processors

3.1. Subject to clause 3.3, the Buyer hereby acknowledges and agrees that the Supplier may engage third party Sub-processors in connection with the provision of the Services. The Buyer may access a current list of the Supplier's Sub-processors for the Services via the Supplier Support Services ("Sub-processor List"), which the Buyer acknowledges and accepts.



3.2. the Supplier shall notify the Buyer of any new Sub-processors by updating the Subprocessor List and notifying the Buyer by email before authorising the new Sub-processor to Process Personal Data in connection with the Services provided to the Buyer. The Buyer may object to the Supplier's use of a new Sub-processor by notifying the Supplier promptly in writing within five (5) Business Days after receipt of the Supplier's notice. In the event the Buyer objects to a new Sub-processor, the Supplier will use reasonable efforts to make available to this Buyer a change in the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Buyer. If the Supplier is unable to make available such change within a reasonable period of time, which shall not exceed twenty (20) Business Days, the Buyer may terminate the Agreement with respect only to those Services which cannot be provided by the Supplier without the use of the objected-to Sub-processor, by providing written notice to the Supplier.

3.3. the Supplier confirms that it has entered into or (as the case may be) will enter into a written agreement with any Sub-processor incorporating terms which are no less protective than those set out in this Agreement to the extent applicable to the nature of the Services provided by such Sub-processor. The Supplier shall remain liable for the acts and omissions of its Sub-processors to the same extent the Supplier would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

4. Third Party Applications

4.1. The Buyer acknowledges and accepts that Third Party Applications may have access to Personal Data where they have been integrated with the Services directly by the Buyer or on its instruction. In respect of such Third Party Applications, the Processing of any Personal Data by the relevant third party processor shall be governed by the agreement entered into between the Buyer and the relevant third party processor. This includes, but is not limited to, Processing carried out by payment service providers, email marketing platforms, data aggregators and web agencies. The Supplier shall not be responsible for any loss, corruption, unauthorised use or disclosure of Personal Data to the extent caused by such third party processors or as a result of the Buyer's use of any Third Party Applications.

5. International Transfers

5.1. Where the Buyer is based inside the EEA, the Supplier shall not transfer Personal Data to any country outside of the EEA without prior written consent from the Buyer, except for transfers to and from: (i) any country which has a valid adequacy decision from the European Commission; or (ii) any organisation which ensures an adequate level of protection in accordance with the applicable Data Protection Laws; or (iii) otherwise in accordance with the Data Protection Laws.



6. Limitation of Liability

6.1. Each Party's liability arising out of or related to this DPA, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, is subject to the limitations of liability contained within the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party under the Agreement and this DPA together.

7. Processing Activities

7.1 Data Subjects

The Personal Data processed shall concern the following categories of Data Subjects: Individual customers of the Buyer. In the case of the Get Volunteering module, such customers may include both volunteers and persons in need.

7.2 Categories of Data

The Personal Data processed shall concern the following categories of data:

Information submitted by or on behalf of the Data Subject as part of use of the Services. This will include, but not be limited to, the following: Name, Address, Telephone numbers, Email address, Bank card details

7.3 Special categories of data (if appropriate)

The Personal Data processed shall concern the following special categories of data:

In most parts of the Software/Services, the Supplier does not include standard data fields for special categories of Personal Data; however, users can create their own custom fields which could include special categories of data as defined by the applicable Data Protection Laws.

In the Get Volunteering module the module includes standard data fields for health information of volunteers and persons in need which may be entered by the Buyer or by other users of the Software/Services.

Where users use our chatbot applications, we may ask users various pre-programmed questions agreed with our Buyer (such as a local council). These questions may relate to the services provided to you by our Buyer, user relationship with our Buyer, and other issues that may affect users. We will collect user answers to these questions, along with details about users that users choose to submit such as age range, gender and disability. If user provide other information that may constitute personal data that we have not asked user for, we will promptly delete such information. Where user interact with such applications via third parties such as Facebook, we will not have any access to user account details, which will not be made available to us by that third party.



7.4 Processing operations and duration of processing

The Personal Data processed will be subject to the following basic processing activities:

The Personal Data shall be processed for the Buyer in respect of certain Services provided by the Supplier to the Buyer pursuant to the Agreement including but not limited to (a) the marketing and sale of tickets and merchandise; and (b) the solicitation and receipt of donations; and (c) the maintenance of records required to do so effectively. the Supplier shall process the Personal Data in accordance with the Buyer's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Buyer or as set out in the Agreement.

Novoville's documentation relating to the privacy and security of the personal data is available at www.novoville.com/privacy-policy or such other website address as may be notified to the Buyer from time to time, as such documentation may be amended from time to time by the Supplier in its sole discretion.

However, the Supplier, as controller, shall ensure that it provides a privacy policy to all Data Subjects prior to the collection and processing of their personal data and, where appropriate, requests the data subjects' consent prior to such collection and processing.

Schedule 2 : Standard Support Service Levels

Support Ticket Priority and Types

1. The Standard Support Service defines four separate severity levels for a ticket:

- Level 1: Complete outage of Novoville hosted / managed and supported services.
- Level 2: Issues with functionality or errors with software that prevents operation.
- Level 3: Issues with functionality or errors with software that inhibits but does not prevent operation.
- Level 4: Minor functional Issues, content related problems and queries, or customer service comment /complaint

2. The types of issues that can be raised under this agreement are defined as:

- a) Bug: A deviation from the intended operational parameters of the Supported Software that results in unexpected behaviour. b) Styling Issue: Where the front-end



deviates in style from the signed off Novoville design except where such deviations are as a result of changes not made by us. c) Server Configuration: Where a server hosting the Hosted Software is configured in line with the software system requirements but where there is an issue that affects the operation of the supported software. d) Knowledge Issue: Any ticket raised that either requests instruction or that is raised under another issues type and subsequently found to be as a result of lack of product knowledge. If such tickets are raised on a regular basis or in large numbers then we will refer you to attend a chargeable training course by a mix of employees, consultants, analysts, software developers and administrators to provide each user with the optimal amount of training.

3. For the avoidance of doubt, if the issue in question is not part of the Standard Support Service, or if any tickets raised by the Buyer do not fall under the definitions shown in paragraph 2 above, it will be considered to be a request for change and shall be chargeable at the Supplier's then prevailing professional service rates

Response Times

1. The Supplier will respond to all tickets within a maximum of three hours of them being raised regardless of priority and type within the Standard Support Hours. For the purposes of this agreement the time at which an issue is raised is considered to be the date and time at which it is entered into the Support website/chat/email. Any issue raised by the Buyer's staff or agents via telephone call will be logged on their behalf within the website.

2. Where issues are raised by telephone call then the first response target of three hours will be deemed to have been met by the interaction within said call. For the purposes of the audit trail and any subsequent reports the times will be taken from the date and time the issue was logged in the Support Website.

3. Due to the varying types of support tickets and the dependency on both the Buyer and the Supplier's sub-contractor's interaction, the Supplier does not offer a resolution target.

Service Level Agreement (SLA)

The following details the nature, quality and scope of the services that the supplier provided.

Operation	Service Level Agreement (SLA)	SLA Details	Timeframe
Web Dashboard / Back-office Module	99.9%	Supplier's Web Dashboard site shall be available for use by the Buyer's staff	365 Days



		99.9% of the time	
Mobile Application	99.9%	Supplier's mobile app available on the various app stores shall be available for use by citizens 99,9% of the time	365 Days
Desktop Webapp	99.9%	Supplier's webapp on Buyer's website shall be available for use by citizens 99,9% of the time	365 Days
Parking Enforcement App	99.9%	Supplier's mobile app available by the Buyer's Civil Enforcement Officers 99,9% of the time	365 Days

The supplier tracks its support performance based on mutually agreed SLAs. The buyer's end user responsibilities are set out in the terms and conditions and also each service agreement. Responsibilities include prompt notification to the supplier of any issues or problems with the service that could lead to SLA breaches.

Schedule 3- Hosting Provisions

1. The Hosting Service shall include the hosting by the Supplier or its sub-contractors of the Hosted Software together with the provision of such server maintenance services, infrastructure, hardware and bandwidth as are necessary to provide such hosting.
2. The Supplier shall back up and archive the Hosted Software source code and database at least once per day .The Supplier shall maintain any such backups for at least two weeks.
3. The Supplier will respond to any outage, technical issue or service interruption as soon as reasonably practicable. The Supplier will restore any severely affected system from the latest backup and bring it back into service as soon as reasonably practicable at no additional cost to the Buyer save where any loss or damage to data is caused by matters or circumstances beyond the Supplier's reasonable control (including but not limited to viruses, denial-of-service attacks or any other form of cyber-attack) in which case the provisions of clause 4.3 of this agreement shall apply.
4. The Supplier shall provide virus-checking of the Hosted Software on the commencement of the Hosting Service and periodically thereafter. The Supplier shall also provide firewall protection.



5. The Supplier shall provide such server monitoring, log file rotation, application of server operating system updates and patches and user account management services as the Supplier reasonably consider necessary for the provision of a reliable and consistent Hosting Service.
6. The Supplier may suspend for the purpose of repair, maintenance or improvement, part or all of the Hosting Service upon at least 24 hours' notice to the Buyer and shall use our reasonable endeavours to restore the Hosting Service as soon as is reasonably practicable following any such suspension.
7. The Buyer shall follow any instructions given by the Supplier in respect of the Hosting Service which we reasonably consider necessary for safety or to maintain or improve the quality of the Hosting Service.
8. Unless the Parties agree otherwise in writing, the Buyer's use of the Hosting Service shall be limited to 100GB per month. Any use over such limit shall be subject to additional bandwidth charges, in accordance with our rates advertised or notified to you from time to time.
9. The Buyer acknowledges that the Supplier is not responsible for any of the Buyer's content, data, files, documents, links or personal data (as defined within the GDPR) (Client Materials) held within any system database used by the Software and the Buyer shall indemnify the Supplier and keep the Supplier indemnified against any claims, demands, actions or losses that the Supplier may suffer, sustain or incur arising in connection with the Client Materials including any claim from any data subject that his personal data has been processed unlawfully ("data subject" and "process" having the meanings given in the GDPR).
10. The Buyer shall keep secure any usernames and passwords related to the Hosting Service and shall notify the Supplier immediately of any known or suspected unauthorised use of the Hosted Software or breach of security, including the loss, theft or unauthorised disclosure of one of your passwords or other security information.
11. The Buyer shall observe all reasonable security and operational procedures we may from time to time prescribe and the Buyer shall not use the Hosting Service in any way which could be detrimental to the Supplier's other clients and customers.
12. The Supplier be entitled to update the technical specification of the Hosting Service for operational reasons. In order to allow the Supplier to continually upgrade its hosting facilities, the Supplier may from time to time relocate the servers within the Suppliers or authorised Party's data centres, make changes to the provision of the Hosting Service, URLs and Internet protocol (IP) addresses and establish new procedures for the use of the Hosting Service. The Supplier will give the Buyer

advance notice of any such change and endeavour to minimise the effect of any such changes on the Buyer's use of the Hosting Service.

Schedule 4 - Acceptable Use Policy

1. This acceptable use policy sets out the terms between the buyer and the supplier under which you may use the Services. The buyer may use the suppliers services only for lawful purposes. You may not use our services

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2. Content standards

These content standards apply to any and all material which you upload and/or transmit and/or send via our Services ("contributions"). You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.



- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

3. Suspension and termination

The supplier will determine, in our discretion, whether there has been a breach of this acceptable use policy through the buyer use of our services. When a breach of this policy has occurred, we may take such action as we deem appropriate. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

4. Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

