



Master Services Agreement

Contact Management

SaaS Order Form

Please read this Order form and our Terms carefully before proceeding. This agreement is comprised of and subject to this Order Form, Terms and the other documents incorporated into this agreement as described in the Terms.

1. SUPPLIER DETAILS

Supplier:	CONTACTPARTNERS LTD (a Davies Company) with registered number 3709551 and whose registered office is at 7th Floor 1 Minster Court, Mincing Lane, London, England, EC3R 7AA
Supplier details for notices:	Sent for the attention of: [name] Physical address for notices: 12 Ashurst Court Wheatley Oxford OX33 1ER Email address for notices: [email] Such contact details may be updated from time to time in accordance with the process set out in the Terms.

2. CUSTOMER DETAILS

Customer:	[Company] , with registered number [company registration number] and whose registered office is at [registered office address]
Customer details for notices:	Sent for the attention of: [name] Physical address for notices: [address] Email address for notices: [email] Such contact details may be updated from time to time in accordance with the process set out in the Terms.

3. **SERVICES**

The Services purchased under this Order are as follows:

Professional services

Ongoing costs

4. **PAYMENT SCHEDULE**

4.1 Purchase Order(s) will be raised for the full amount of all one-off costs at the start of the project;
Invoicing will be as follows:

Timing	Detail	Ex VAT	Inc. VAT
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5. **AUTHORISED AFFILIATES**

Authorised Affiliates	Address	Description

6. SOWS AND THIS AGREEMENT

- 6.1 This agreement shall come into force when we each indicate our acceptance of the Order Form, which may be done by signing a copy of an Order Form, accepting the Order Form by email, or clicking an 'accept' button on an email or digital Order Form. Notwithstanding this general provision, we are under no obligation to provide the Services and no agreement shall come into force, until we have provided our clear and unambiguous acceptance of the Order Form.
- 6.2 We will provide you with a copy of our Terms with each Order Form we send to you, whether we enclose them by letter, attach them by email, provide a link to them, or require you to click your acceptance, or incorporate them in some other way. Each Order Form constitutes a separate agreement between us that is subject to the Terms, except where we both agree to incremental changes or adaptations to an issued Order Form, in which case such changes or adaptations shall be treated as being made under the existing agreement between us.
- 6.3 Each Order Form you submit to us shall be an offer to purchase the Services subject to the Terms. No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of this agreement.
- 6.4 If we issue quotations to you, they are an offer to supply services and are incapable of being accepted by you. Quotations and any marketing and promotional material relating to the Services are illustrative and do not form part of this agreement.

7. EXECUTION

- 7.1 This Order Form may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

Agreed by the parties:

Signed for and on behalf of Supplier

Authorised Supplier Signatory:

Name:

Role:

Date:

Signed for and on behalf of Customer

Authorised Business Signatory

Name

Role

Date

SUPPLIER TERMS

1. RIGHTS OF USE AND USER SUBSCRIPTIONS

- 1.1 Subject to the Customer purchasing the Services, the restrictions set out in this clause 1 and the other terms and conditions of these Terms, Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Services during the Subscription Term solely for the Customer's internal business operations.
- 1.2 The Customer acknowledges that:
 - (a) use of the Services is at all times subject to the Customer's compliance with these Terms and the requirements identified in these Terms (including all minimum system requirements); and
 - (b) the Services do not include any services, systems, costs, or equipment required to access the internet or transmit or receive data, or dedicated data back up or disaster recovery facilities.

2. SERVICES

- 2.1 Supplier shall use commercially reasonable endeavours to make the Services available in accordance with its Service Level Commitment except for the following which does not count towards measuring compliance with our Service Level Commitment:
 - (a) any significant maintenance of the equipment, hardware and Software shall be undertaken outside of the hours of 9am to 5pm Monday to Friday (the standard operating hours of the Services) UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 1.2 Supplier will, as part of the Services and at no additional cost to the Customer provide the Customer with Supplier's standard customer support services during Normal Business Hours. The Customer may purchase enhanced support services separately at Supplier's then current rates.

3. SECURITY OF CUSTOMER DATA

- 3.1 Customer Data shall at all times remain the property of the Customer. The Customer acknowledges that Supplier may have no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.
- 3.2 The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of its businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly and extracts it from each Service prior to the termination or expiry of the Subscription Term or the cessation or suspension of any of the Services. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.

4. PROCESSING OF CUSTOMER DATA

- 4.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.
- 4.2 Compliance with Data Protection Laws. The parties agree that the End-Customer is the Data Controller, the Customer is the Data Processor, and the Supplier is the Data Sub-Processor for the purposes of

processing Personal Data (the Protected Data) pursuant to these Terms. The Processor shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Processor shall ensure all instructions given by it to the Sub-Processor in respect of the Protected Data shall at all times be in accordance with Data Protection Laws. The Sub-Processor shall process the Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of these Terms.

- 4.3 Instructions. Supplier shall only process (and shall ensure its personnel only process) the Protected Data in accordance with these Terms, except to the extent:
- (a) that alternative processing instructions are agreed between the parties in writing; or
 - (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - (c) without prejudice to clause 4.1, if Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 4.4 **Security.** Taking into account the state of technical development and the nature of processing, Supplier shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 4.5 **Sub-processing and personnel.** Supplier shall:
- (a) prior to the relevant sub-processor carrying out any processing activities in respect of the Protected Data, appoint each sub-processor under a written contract containing materially the same obligations as under this clause 4 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such sub-processor complies with all such obligations;
 - (b) remain fully liable to the Customer under these Terms for all the acts and omissions of each sub-processor as if they were its own; and
 - (c) ensure that all persons engaged by Supplier or any sub-processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential, and
 - (d) the Customer authorises the appointment of sub-processors provided Supplier complies at all times with the provisions of this clause 4.5.
- 4.6 **Assistance.** Supplier shall (at the Customer's cost):
- (a) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the UK GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
 - (b) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 4.7 **International transfers.** Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without the prior written consent of the Customer.
- 4.8 **Audits and processing.** Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Supplier's compliance with the obligations placed on it under this clause 4 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the UK GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the

Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period).

- 4.9 **Breach.** Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 4.10 **Deletion/return.** On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 4.10 shall survive termination or expiry of the agreement.
- 4.11 Indemnity and Liability.
- (a) The Customer shall indemnify and keep indemnified Supplier in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, Supplier and any sub-processor arising from or in connection with any:
 - (i) non-compliance by the Customer with the Data Protection Laws;
 - (ii) processing carried out by Supplier or any sub-processor pursuant to any processing instruction that infringes any Data Protection Law; or
 - (iii) breach by the Customer of any of its obligations under clause 4,
 - (iv) except to the extent Supplier is liable under clause 4.11(b).
 - (b) Supplier shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with the agreement:
 - (i) only to the extent caused by the processing of Protected Data under the agreement and directly resulting from Supplier's breach of clause 4; and
 - (ii) in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of this Agreement by the Customer.
 - (c) If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:
 - (i) make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
 - (ii) consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible for paying the compensation.
 - (d) The parties agree that the Customer shall not be entitled to claim back from Supplier any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Supplier in accordance with clause 4.11.
 - (e) This clause 4 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:
 - (i) to the extent not permitted by applicable law (including Data Protection Laws); and
 - (ii) that it does not affect the liability of either party to any Data Subject.

5. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Supplier. Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. SUPPLIER'S OBLIGATIONS

- 6.1 Supplier undertakes that the Services will be supplied with reasonable skill and care and will conform in all material respects with their description.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Supplier's instructions, or modification or alteration of the Services by any party other than Supplier or Supplier's duly authorised contractors or agents.
- 6.3 If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Supplier:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) 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 the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall not access, store, distribute, upload, or transmit any thing or device (including any content, software, code, file or programme) which:
- (a) may adversely affect the operation of any computer software, hardware, network, equipment or any other service or device, or the operation of any programme or data, or the user experience of other customers; or
 - (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property, and
- Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 7.2 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (c) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (d) use the Services to provide Services to third parties; or
- (e) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party, or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services; and
- (g) the Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Supplier.

7.3 The Customer shall:

- (a) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (b) ensure that its employees, agents, and contractors use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any breach by them of this agreement;
- (c) obtain and shall maintain all necessary licences, consents, and permissions necessary for Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (d) ensure that its network and systems are suitable and capable of making use of the Services; and
- (e) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

- 8.1 The Customer shall pay the Subscription Fees to Supplier. Supplier shall invoice the Customer on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term and at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period. The Customer shall pay each invoice within 30 days after the date of such invoice.
- 8.2 If Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Supplier:
 - (a) Supplier may, without liability to the Customer, disable the Customer's access to all or part of the Services and Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.3 All amounts and fees stated or referred to in this agreement shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Supplier's invoice(s) at the appropriate rate.
- 8.4 Supplier shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that Supplier and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 9.2 Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. CONFIDENTIALITY

- 10.1 Supplier shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this Agreement, disclose or copy the Customer Data other than as necessary for the performance of the Services or its express rights and obligations under this agreement.
- 10.2 The Customer shall maintain the confidentiality of Supplier's Confidential Information and shall not without the prior written consent of Supplier, disclose, copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this agreement.
- 10.3 The provisions of this clause 10 shall not apply to information which:
- (a) is or comes into the public domain through no fault of Supplier, its officers, employees, agents or contractors;
 - (b) is lawfully received by Supplier from a third party free of any obligation of confidence at the time of its disclosure;
 - (c) is independently developed by Supplier (or any person acting on its or their behalf), without access to or use of such information; or
 - (d) is required by law, by court or governmental or regulatory order to be disclosed.
- 10.4 The parties acknowledge that the Customer may be subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Supplier agrees to provide reasonable assistance to the Customer to enable the Customer to comply with its disclosure requirements. Where the Customer receives a request to disclose any information that, under this agreement, is considered the Supplier's Confidential Information, it will notify the Supplier promptly upon receiving the request and consult with the Supplier. The Supplier acknowledges that the Customer may be obliged under FOIA to disclose information following consultation with the Supplier and having taken its views into account.
- 10.5 The above provisions of this 10 shall survive termination of this agreement, however arising.

11. INDEMNITY

- 11.1 The Customer shall defend, indemnify and hold harmless Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 11.2 Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services infringe any third party's Intellectual Property Rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Supplier is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to Supplier in the defence and settlement of such claim, at Supplier's expense; and
- (c) Supplier is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than Supplier; or
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Supplier; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from Supplier or any appropriate authority.

11.5 This clause 11 sets out the Customer's sole and exclusive rights and remedies, and Supplier's entire obligations and liability, for infringement of any Intellectual Property Right.

12. LIMITATION OF LIABILITY

12.1 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer and its end users, and for conclusions drawn from such use. Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Supplier by the Customer in connection with the Services, or any actions taken by Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services are provided to the Customer on an "as is" basis.

12.2 Supplier shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.

12.3 Supplier's total aggregate liability in contract (including in respect of the indemnities granted to the Customer), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions under this agreement during the 12 months immediately preceding the date on which the claim arose.

12.4 Nothing in this agreement shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, for fraud, or for anything else for which it cannot, by law, limit or exclude its liability.

13. TERM AND TERMINATION

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription

Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period, or otherwise terminated in accordance with the provisions of this agreement (and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.)

- 13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the agreement (including failure to pay any amount due under the agreement) and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.3 Termination of the agreement shall not affect any of the parties' rights, remedies, obligations or liabilities that have accrued as at termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination. Any provision of the agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 13.4 On termination of this agreement for any reason:
- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
 - (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
 - (c) Supplier may destroy or otherwise dispose of any of the Customer Data in its possession, unless Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Supplier in returning or disposing of Customer Data.

14. RELIEF

To the maximum extent permitted by law, Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of the agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by Force Majeure or any breach of this Agreement by the Customer.

15. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

- 18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. ASSIGNMENT

- 20.1 The Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 20.2 Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. NOTICES

- 23.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this

agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in this agreement.

- 23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (save where the email receives an automated response that it is undelivered or undeliverable in which event this deeming provision shall not apply).

24. GOVERNING LA

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

25. JURISDICTION

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

26. INTERPRETATION

- 26.1 The definitions and rules of interpretation in this clause apply in this agreement.

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

Confidential Information: means all information of a confidential nature disclosed in whatever form by a party directly or indirectly to the other party and includes all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind.

Controller, processor, data subject, personal data, personal data breach, processing, sub-processor and appropriate technical and organisational measures: as defined in the Data Protection Laws.

Customer: the party specified in the Order.

Customer Data: the data inputted by the Customer, its end users, or Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

End-Customer: end users, or recipient(s) of the Customer's services.

Data Protection Laws: all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation ("UK GDPR"); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Data Protection Losses: all liabilities and other amounts, including all (i) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses, and damages (including in relation to material or non-material damage); (ii) loss or damage to reputation, brand, or goodwill; (iii) to the extent permitted by Data Protection Laws: (a) administrative fines, penalties, sanctions, liabilities or other remedies, (b) compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments), (c) costs of compliance with investigations by a data protection supervisory authority; and (iv) the costs of loading Customer Data, and any loss or corruption of Customer Data (including the costs of restoration or rectification);

Effective Date: the date of this agreement.

Force Majeure: means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

Initial Subscription Term: six (6) months from the Effective Date.

Intellectual Property Rights: means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;

Normal Business Hours: 8.00 am to 5.00 pm local UK time, each Business Day.

Order: the order from the Customer for the Services and any customisation agreed by Supplier.

Protected Data: means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement.

Renewal Period: the period described in clause 13.1.

Service Level Commitment: the service levels set out in Schedule 1.

Software: the online software applications provided by Supplier as part of the Services.

Services: means each service item provisioned under this agreement which the Customer has subscribed as set out in the Order (and Service shall refer to each respective service separately);

Subscription Fees: the subscription fees payable by the Customer to Supplier set out in the Order, or failing which Supplier standard fees published from time to time.

Subscription Term: has the meaning given in clause 13.1.

26.2 In this agreement and from the Effective Date:

- (a) each new Order entered into by the Customer shall form a separate agreement, incorporating these Terms;
- (b) in the event of any conflict in respect of the provisions of this agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
 - (i) the Order;
 - (ii) these Terms; and
 - (iii) any policies or addendums published by Supplier.

26.3 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

26.4 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

26.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

26.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

26.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

26.8 A reference to writing or written includes e-mail.

26.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

SCHEDULE 1 – SERVICE LEVEL COMMITMENT

We aim to provide 99.5% uptime.

Unplanned service incidents or outages are assessed and graded by severity using the following definitions:

Severity	Fault Incident category	Description
Level 1	Critical	<ul style="list-style-type: none">• Customer-impacting outage• Total loss of service of a Tier 1 application in the production environment
Level 2	Urgent	<ul style="list-style-type: none">• Total loss of internal production service(s) to any part of the client's business that does not have a workaround• An imminent outage that could turn into a total loss of production service(s) to any part of the client's business that does not have a workaround• Impacts one or more Service Level or Delivery Schedules
Level 3	Significant	<ul style="list-style-type: none">• Major degradation of application(s) or site(s)• Major degradation of production service(s) to any part of the client's business that does have a workaround• Major degradation of service of a Tier 1 application.
Level 4	Normal	<ul style="list-style-type: none">• Minor degradation of application(s) or site(s) that may degrade service but does not prevent delivery of the Services to the client• Minor degradation of production service(s) to any part of the client's business that may degrade service but does not prevent delivery of the Services to the client• Minor degradation of service of critical systems or Tier 1 application that may degrade service but does not prevent delivery of the Services to the client• Potential exposure to ability to deliver service or scattered end users affected but does not prevent delivery of the Services to the client
Level 5	Procedural	<ul style="list-style-type: none">• Component or procedure not critical to the client is unusable• Alternative is available; deferred maintenance is acceptable• No impact to service• No production affected• Individual customer affected• 'How to' questions

For each severity of incident, we aim to resolve the incident within the following timescales.

For each level, a time and point of escalation is identified.

Incident Level	1	2	3	4	5	Escalation
Maximum Response times for fault incidents / support requests	4 hrs	8 hrs	2 days	10 days	15 days	Escalation point required
Target Fix times for fault incidents / support requests	2 hr	2 hrs	4 hrs	30 days	40 days	Escalation point required
1 st Escalation	1 hr	1 hr	7 hrs	N/A	5 days	IT Manager
2 nd Escalation	2 hrs	2 hrs	14 hrs	N/A	10 days	Technical Director
3 rd Escalation	3 hrs	5 hrs	21 hrs	N/A	15 days	Managing Director