

Terms and conditions (Supplier Terms)

NEC Risk Based Verification (RBV)

Structure of these Supplier Terms

These Supplier Terms contain provisions that are specific to the provision of NEC Risk Based Verification (RBV). At the end of these Supplier Terms is a Glossary. Any capitalised terms within these Supplier Terms which are not defined in the Glossary shall have the meaning set out elsewhere in this Agreement.

Service Levels

If it is necessary to refer an Incident to the Supplier's Authorised Subcontractor, the following target service levels shall apply:

Description	Service Level Target	Comments
RBV SaaS Accessible	Core Service Hours: 09:00 to 17:00 inclusive on Working Days	Support services provided only during these periods
	Non-core Service Hours: 17:01 to 08:59 Monday to Friday plus all day Saturday, Sunday and English bank and public holidays	RBV SaaS normally available but not guaranteed (excluding scheduled maintenance periods).
Target Service Availability	97.5% during Core Service Hours	No Service Level for Non-core Service Hours.
Service Desk Accessible	Core Service Hours, excluding the days between Christmas and New Year.	None.
Incident Response Times	High Priority: 60 minutes during Core Service Hours	A "High Priority" Incident is a catastrophic production problem which may severely impact the RBV SaaS, or in which the RBV SaaS is down or not functioning; loss of production data and no procedural workaround exists.
	Normal Priority: 300 minutes during Core Service Hours	A "Normal Priority" Incident is a problem where the RBV SaaS is functioning but in a reduced capacity. This may be an issue with limited loss or no loss of functionality or impact to the Buyer's operation.
	Low Priority: None	A "Low Priority" Incident is for a general usage questions or request for a modification. There is no impact

Description	Service Level Target	Comments
		on the quality, performance or functionality of RBV SaaS.
Resolution of High Priority Incidents	Within two Working Days	None.
Resolution of Normal Priority Incidents	Within five Working Days	None.
Unique record created for all Incidents	Created for all Incidents	A support ticket will be created for all Incidents handled by the Service Desk.
Publication of known error details and workaround	Within one Working Day	A workaround will be published by the Authorised Subcontractor within one Working Day of the workaround being fully tested and approved by the Authorised Subcontractor for release.
Publication of problem status report	Once a week	Publication of report detailing problems and known errors currently being investigated by the Authorised Subcontractor.
Notification of scheduled maintenance work	One Working Day	Only performed during Non-core Service Hours.
Notification of maintenance time required for an urgent change	One hour's notice during Core Service Hours	Maintenance in respect of urgent changes may be performed during Core Service Hours.
Maximum number of scheduled maintenance periods each week	Two	Excluding urgent changes.
Buyer data backup	Daily	Full back-up of all Buyer data. Data integrity is not guaranteed.
Backup retention	14 calendar days	Each backup is retained in secure offsite storage for 14 calendar days.
Backup Storage	Offsite secure location in fireproof safe	The backup is taken out of the Authorised Subcontractor's data centre and placed in a separate location to mitigate risk of loss of data and system.

Description	Service Level Target	Comments
Rerun of unsuccessful backup	Within one Working Day	None.
Backup Restore Tests	Once a month	Performed at the start of each calendar month using the last successful data backup taken.
Notification of potential security breach	15 minutes during Core Service Hours	Time from identification of possible breach to alert of Buyers.
Removal of RBV SaaS from production following suspected security breach	Immediate	May be performed prior to notification being made, depending on nature of breach.
Anti-Virus software installed	On all the Authorised Subcontractor servers	Kept up to date with daily automatic updates from Anti-Virus software vendors. Does not guarantee virus-free files: each Buyer / End User must run their own anti-virus software to ensure that they do not download or propagate infected files.

Buyer Obligations

It is the responsibility of the Buyer and End Users to ensure that they have a suitable internet service provider and that they have the hardware, telecommunications lines and operating or other software necessary to access RBV SaaS over the internet as instructed by the Authorised Subcontractor from time to time. Neither the Supplier or the Authorised Subcontractor takes responsibility for the performance or cost of any such hardware, telecommunications lines, software or internet service provider, or for the performance or availability of the internet itself.

The Buyer will:

- Ensure that RBV SaaS is not used to send any unlawful, harassing, libellous, obscene, tortious, or otherwise objectionable content, or content that infringes or may infringe the Intellectual Property Rights or other rights of any third party and shall ensure that it is at all times only used in accordance with all applicable laws.
- Keep all passwords confidential and follow any security instructions issued by the Authorised Subcontractor from time to time and will immediately notify the Authorised Subcontractor if it becomes aware of any unauthorised use of the Log In or circumstances which give rise to a risk of such unauthorised use.
- Comply with any data protection legislation or other law, regulation or order which may be applicable to the use of RBV SaaS by System Users.

- Access and use RBV SaaS and Documentation only for its own internal business purposes and will not operate it on behalf of any third party or permit access and use by any person other than an authorised System User.
- Not reverse engineer, de-compile or disassemble RBV SaaS except to the extent that is permitted by law.
- Not adapt, modify, revise, improve, upgrade, enhance or create derivative works of RBV SaaS.
- Except for proper use of RBV SaaS in connection with its Specification and Documentation, not access or interfere with any programs or data of the Authorised Subcontractor or any of its other customers; and
- Use its best endeavours to ensure that it does not import any virus into RBV SaaS or the Authorised Subcontractor's computer systems.

The Buyer and/or End User, as applicable, shall provide the Data Set to the Authorised Subcontractor together with such other information including Confidential Information as the Authorised Subcontractor may reasonably require in order for the Authorised Subcontractor to provide RBV SaaS.

The Buyer acknowledges that it is technically impossible to guarantee an uninterrupted or fault free access to RBV SaaS or to other services provided via the internet under this Agreement. Although the Authorised Subcontractor will use reasonable endeavours to keep RBV SaaS and other services available and to correct material errors in RBV SaaS, no guarantees, representations or warranties are given about the availability of RBV SaaS or error correction. The Authorised Subcontractor reserves the right to upgrade or amend RBV SaaS and the Specification from time to time during the course of this Agreement.

The Buyer shall accept all Upgrades whether or not the same shall be communicated to the Buyer. Upgrades to RBV SaaS shall not affect its performance in accordance with the Specification.

The Buyer shall fully and promptly indemnify the Authorised Subcontractor and keep them indemnified from and against all actions, claims, losses, liabilities, damages, costs and expenses (including legal costs) whatsoever which any of them may be suffered or incurred caused by or arising out of any infringement of third party Intellectual Property Rights, or as a result of any act, omission, default or negligence breach of contract, or breach of statute on the part of the Buyer, End Users and their employees, subcontractors or agents.

General Provisions for RBV SaaS

The Buyer consents to the use of the Authorised Subcontractor as a sub-processor of personal data for the purpose of providing RBV.

The Authorised Subcontractor warrants its title to and property in RBV SaaS is free and unencumbered and that it has the right power and authority to license the same upon the terms of this Agreement.

The Authorised Subcontractor and/or its licensors will at all times, both during and after the Term, retain ownership and all Intellectual Property Rights in RBV SaaS, the Documentation, Log In and other intellectual property and the Buyer acknowledges and agrees that it will, at no time, obtain any Intellectual Property Rights in any of the same.

The Authorised Subcontractor will, during the Term, indemnify and hold harmless the Buyer against any claim by a third party that RBV SaaS delivered by the Supplier and/or Authorised Subcontractor infringes any Intellectual Property Right subsisting in the territory of such third party (a "**Claim**") and shall pay all costs losses, damages, expenses and legal costs incurred or suffered by the Buyer in respect thereof. In the event of such a Claim, the Supplier/Authorised Subcontractor may, at its option:

- Obtain the necessary licence from the third party claiming the Intellectual Property Right infringement; or
- Amend RBV SaaS so it does not infringe the third party Intellectual Property Right; or
- Terminate this Agreement and return a pro rata proportion of the SaaS Charges for RBV SaaS.

The indemnity set out above is subject always to:

- The Buyer promptly informing the Authorised Subcontractor of any Claim.
- The Buyer taking all steps necessary to mitigate its and the Authorised Subcontractor's losses.
- The Buyer refraining from making any statement or admission of liability; and
- The Authorised Subcontractor having the right to defend and settle the Claim at its own expense.

Termination and Consequences of Termination

In the event the Supplier elects to withdraw a particular type of SaaS, it may do so without liability provided it has given the Buyer not less than six months' prior written notice. The Supplier shall, following the expiry of the SaaS Term, disable the Buyer's access to the SaaS.

Miscellaneous

- If this Agreement contains the Buyer's service description, requirements or specification ("**Specification**") and if any provision of that Specification conflicts with these Supplier Terms, then regardless of any other provision in this Agreement, these Supplier Terms will take precedence.
- Regardless of any other provision in this Agreement, except to the extent not permitted by law:
 1. The Buyer assumes sole responsibility for results obtained from its use of the Supplier's deliverables and for any conclusions drawn from such use; and
 2. The Supplier shall have no liability for any damage caused by errors or omissions in any information, data, instructions or scripts provided to the Supplier by the Buyer in connection with this Agreement, or any actions taken by the Supplier at the Buyer's direction.
- Except where the Supplier has specifically agreed to provide such services, the Buyer will promptly:
 - ➔ Supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement; and


- ➔ Provide the Supplier's personnel with full free and safe access to its site when required, to enable the Supplier to perform its obligations under this Agreement.
- The Buyer warrants, represents and undertakes to the Supplier that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") of employees from the Buyer (or any supplier, contractor or other service provider to the Buyer) to the Supplier. Regardless of any other provision of this Agreement, the Buyer agrees to indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:
 1. A claim by any person who transfers or alleges that they have transferred to the Supplier as a result of entering into this Agreement; and/or
 2. Any failure by the Buyer to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.

Glossary

In addition to the terms defined elsewhere in this Agreement, in this Schedule the following terms shall (regardless of any other provision in this Agreement) have the meaning set out below:

"Agreement"	means the Call-Off Contract.
"Authorised Subcontractor"	means the Supplier's subcontractor Xantura Limited (registered in England with company number 06586801).
"Core Service Hours"	means 09:00 to 17:00 inclusive on Working Days.
"Data Set"	means the type of data to be provided about each Housing Benefit and Council Tax Reduction claim as set out in this Schedule, as reasonably amended by the Buyer from time to time.
"End User"	means any organisation named in the Particulars that the Buyer has authorised to (i) supply the Data Set and (ii) access RBV SaaS.
"Incident"	means any event which is not part of the standard operation of RBV SaaS and which causes, or may cause an interruption to, or a reduction in, the quality of RBV SaaS.
"Log In"	means the password and log in details to be provided by the Authorised Subcontractor to the Buyer which are necessary for the Buyer and the System Users to access RBV SaaS.
"Non-core Service Hours"	means 17:01 to 08:59 inclusive on Business Days plus all day Saturday, Sunday and English bank and public holidays.
"Service Level Agreement"	means the RBV SaaS service level agreement set out above.
"Service Desk"	means the service desk provided by the Authorised Subcontractor.
"Specification"	means the specification for RBV SaaS as provided by the Supplier to the Buyer.
"RBV"	means the Risk xantBased Verification Software as a Service provided by way of hosted services by or on behalf of the Authorised Subcontractor to which the Buyer will be granted access and use in accordance with this Agreement.

"System Users"	means the persons authorised by the Buyer to access RBV SaaS, and which may be persons employed by End Users.
"Upgrades"	means all modifications, upgrades, new releases, new versions or patches to RBV SaaS as may be issued or written from time to time.
"Working Days"	means Monday to Friday excluding English bank and public holidays.



About NEC Software Solutions

NEC

Our customers change lives, so we create software and services that get them better outcomes. By innovating when it matters most, we help to keep people safer, healthier and better connected worldwide.

NECSWS.com

1st Floor, Bizspace, iMex Centre,
575-599 Maxted Rd,
Hemel Hempstead HP2 7DX
+44 (0)1442 768445