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Counterpart Insight™ Strategic Initiative Management

SERVICE DOCUMENT

VERSION 2.1

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1 Terms of reference

1.1 About this document

This Service Definition describes The Counterpart Strategic Initiative Management software offered on a Software-as- a-Service (SaaS) subscription basis.

The documents purpose is to outline and describe:
- The constituent components that comprise the Counterpart Insight™ Software-as-a-Service.
- Counterpart Insight™ functionality and other pertinent information
- General information including Service Level Agreement (SLA) and Support Mechanisms.

1.2 Document properties

Version	2.1
Date	01-April-2024
Classification	G-Cloud Service document

1.3 Supporting Documents

The following documents provide specific information that may not be within this document:

No	Document
1	Counterpart Insight™ SFIA Rate Card for G-Cloud Customers document
2	Counterpart Insight™ (End user subscription agreement (EUSA) document
3	Counterparts Data Privacy Policy document

1.4 Document Change history

Revision	Date	Summary of changes
1.0	22-Dec-2019	First Version
1.1	18-Jan-2020	Revisions / Amendments
2.0	01-Mar-2022	Previous Version
2.1	01-Apr-2024	Current and Final Version

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2 About Counterpart

At Counterpart, we believe in the vital importance for businesses to report effectively on organisational initiatives. In response we developed an innovative SaaS solution that allows individual personas to utilise it in a way that meets each of their specific criteria:

- Executives gain the integrated and dynamic reporting insight that they require to make informed decisions before it is too late. [1]

- Program management office can structure program governance and control easily. [1]

- Project managers have a software assistant that removes time consuming administration tasks while enabling them to focus on managing optimum project delivery. [1]

- Key stakeholders gain visibility of progress and external Partners can support or follow delivery. [1]

  *[1] Controlled access applies to all accounts and persona profiles.

We work with a range of customers including but not restricted to, Government bodies, Financial services, Charities and recently Construction management firms and organisations.

We work closely with our clients, believing in partnership and joint collaboration. Our agile approach means that we can always be responsive to our client's needs, including incorporating client requests for specific product enhancements rapidly.

2.1 Development

Counterpart develops applications using best in class technologies. In addition to our Strategic Initiative Management solution, we develop GDPR and data Protection analysis products including mobile versions running on Windows, Android and. We can also offer a full range of software consulting, design and development skills to integrate our software within the existing estates of our customers.

We are committed to developing, delivering and supporting high quality technical solutions.

Counterpart follows Software Development Life Cycle (SDLC) best practices to deliver and support our solutions. Our internal processes also adhere to industry best practices for Quality Assurance and Release Management.

Customer data is stored in a secured multi-tenant database (for public cloud) and single tenant database (for private cloud). Users are able to securely access their data from supported web and mobile technologies.

2.2 Database Management System

We use Microsoft's SQL Server elastic platform hosted within Microsoft Azure data centres. This enterprise-ready technology enables us to have high levels of performance, availability and security, on a scalable underlying platform.

2.3 Hosting Solution

Our clients are hosted within Microsoft Azure Regional datacenters – appropriate to their locations. UK customers within UK based datacenters, Canadian Customers in Canada, South African customers within South Africa and so on.

Our fully managed SaaS includes technical support, hardware, software licensing, and updates to achieve customer SLA's. The customer does not need to provide any resources other than the staff that use the software.

2.4 Security

At Counterpart we strive to earn and maintain our customers trust through the secure stewardship of their data.

2.4.1 Hosting Environment

Counterpart Insight™ systems are hosted within Microsoft Azure datacenters as noted and benefit from all of Microsoft's leading security practices and technologies.

Our SaaS deployments are designed with Azure based redundancy and utilizing best practices for secure access, as part of our preparation for ISO27001 certification, we also conduct regular vulnerability assessments and testing to ensure adherence to leading security standards.

2.4.2 Compliance with third party security standards

Counterpart is in the process of gaining accreditation with the following recognised standards:

- ISO 27001: Information Security Management System
- ISO 9001: Quality Management System

By aiming for these security standards Counterpart demonstrates its ongoing commitment to providing our service through a secure, robust and resilient infrastructure.

2.5 Why Counterpart

2.5.1 Future proof and flexible

Our underlying technology platform evolves over time, striking a balance between stability and agility for stable evolution. Our clients do not have to worry about an obsolete or unstable system. Improvements are delivered

according to best CI/CD practices to minimise the impact on changes. Our infrastructure is dynamically elastic and scalable with the use of Microsoft Azure technology.

2.5.2 Single point of contact

By dealing with one company for development, enhancement, support and hosting of your system you will reduce your administration time and costs and simplify contract management. It also reduces the potential overhead of multiple suppliers having to investigate and communicate issues to identify if they are software or hardware-based.

2.5.3 Freeing up your IT resources

Your IT staff need not invest time or expertise in setting up and managing your strategic iniative management solution allowing them to focus on other areas that provide additional value to your business. Once configured our system is intuitive enough for a typical key user to change existing settings and configuration.

2.5.4 More responsive service

We have a streamlined process for managing deployments that fully integrates the services and capabilities of our Client Support, Operations and R&D teams.

2.5.5 More effective testing

Counterpart Insight™ progresses to production release through various environments:

- Development environments - development using DevOps practices.

- Testing Environments – automated product test of components and the systems functionality including test data before sign-off into 'change controlled' environments for further testing.

- QA/UAT environments – Detailed automated and manual product testing in controlled environments before final approval for production ready status.

- Insight Pre-Production/Staging Environments – Are used for product and Service testing. These environments fully replicate the live customer Production service experience. This helps eliminate risk – if a system is tested in a staging environment that is different from the live environment unforeseen issues can arise on deployment.
- Final approval to production live customer environments.

2.5.6 Better performance

Our partnership with Microsoft and utilisation of their Azure platforms enables us to offer considerable benefits beyond performance such as 99.9% availability.

2.5.7 Flexibility of hosting

We understand that you may want or need to host Counterpart Insight™ within your own environment. As our systems are based upon standard and transferable technologies such as Microsoft Windows Server and SQL Server, this allows for '3rd party' or 'on-premise' hosting if required.

3 Counterpart Insight™

3.1 Service Description

Counterpart Insight is a Strategic Initiative Management Software Solution that drives business efficiency and process optimisation across teams within any organisation. Counterpart Insight also manages goals, missions and projects to provide executives with actionable intelligence through key metrics and KPIs.

Conceived, designed and built by Counterpart in-house as securely accessible to anyone approved in your organisation via a supported web browser. It is also a repository designed to hold project documents and information which can be displayed in reports. Counterpart Insight™ is packed full of features to help increase visibility and control, improve efficiency and collaboration, and to ultimately, reduce cost. All in real time.

Counterpart Insight™ is ideal for businesses and organisations looking to consolidate the various project related tooling into one simple intuitive and effective solution.

Counterpart Insight™ is fully configurable and the service includes all software, hardware, managed services, disaster recovery and continued support.

3.2 Service Features

At the time of writing, the standard Counterpart Insight™ system includes the following key features:

3.2.1 Increased Efficiency

Here are just a few of the features we've built into Counterpart Insight™ to make life easier for the people who are working with the system every day:

System Security: The operator has complete control over who can access information in Counterpart Insight™. System Administrators can set up and manage user permissions and set which office they are at if you have multiple locations.

Auditing: Auditing is built in throughout the Counterpart Insight™ platform. Audit Reports are available allowing permitted users to query when changes were made and by whom.

Export: Counterpart Insight™ allows export to .pdf or .xls or format.

Validation: This ensures that data is entered into the fields in the correct format, ensuring greater accuracy and consistency.

Counterpart Insight™ includes many more features that help improve user efficiency including;

Dynamic resource scheduling tool: allows Project managers and team managers to search for the availability of resources with certain skillsets across a specified date range to fulfill tasks in their project plan.

Collaboration: Built in messaging collaboration and notifications functionality that can also be integrated with Microsoft Outlook / O365.

3.2.2 Easy Integration

The Counterpart Insight™ solution can integrate with a range of third-party applications including Microsoft Office 365 and business intelligence systems such as Power BI.

3.2.3 Reporting and Auditing

Counterpart Insight™ can quickly and easily produce a comprehensive set of reports giving you immediate access to accurate management information, vital for informed decision making. Key data required for external audits can be produced in a matter of seconds.

With our default master set of reports you can instantly view, print or export reports on key statistics and trends that will help you monitor the progress and of your portfolios and the projects within them. This large master set of reports covers, portfolio financials, and key performance indicators (KPI) risks, issues, status, resource utilisation and much more.

The reports can be viewed on the screen and with a press of a button, exported to different formats including PDF and CSV file formats.

Service features

- Project planning tool with Gantt chart and resource search availability.
- Reporting dashboards for real time dynamic presentations of project data.
- Dynamic resource planning and management tool. (enterprise class).
- Repository (built in) for all project related documents
- Configurable workflows to suit the way your organisation runs projects.
- Configurable approval flows and checkpoints.
- In-built configurable wizards to provide help and training and support.

- Control and reporting at Projects, Programs and Portfolio level.
- Project forms, project sizing and templating tools for PMO/Managers.
- Easy browser based remote access including mobile application versions for iOS and Android.
- Built in detailed audit tool.

3.3 Benefits for Customers

Some of the key benefits provided to customers include:

- Increased user efficiency
- Easy integration
- Flexible ticketing
- Comprehensive auditing
- Automatic revenue management
- Enhanced customer experience
- Increased reservation processing time
- Improved system reliability
- Reduce costs
- Automation of complex processes

3.4 Browser Compatibility

Counterpart Insight™ is compatible with the latest versions of the following Internet browsers:

- Google Chrome
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Counterparts public website is compatible with the latest versions of the following Internet browsers:

- Google Chrome
- Mozilla Firefox
- Apple Safari
- Microsoft Edge
- Opera

Counterpart will endeavour to ensure that Counterpart Insight™ remains compatible with future versions of these Internet browsers as they are released. We can also provide advice on other browser compatibility as required.

3.5 Virus Protection

Counterpart uses and shall continue to use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into any components that contribute to the Counterpart Insight™ service.

3.6 Service Availability

The Service Availability is set at 99.9%. The 0.1% constitutes a maximum of 20-30 total minutes scheduled downtime per month for patches and maintenance work.

3.7 Technical Architecture

Counterpart Insight™ was developed using a web application development framework, based on industry standard technologies such as Microsoft ASP.Net, Angular 9.1 and a SQL Server Relational Database for data storage.

Counterpart Insight™ can be hosted (if required) on-premise. It is a web-based application, and can be deployed on single web and SQL servers', or on load-balanced clusters, providing scalability up to very high usage rates. Note that there will be additional support costs if an on-premises solution is required as well as an expectation that the customer adheres to our minimum support requirements with regard to falling behind on our advertised release schedule.

3.8 Accessing the System

The software and database are stored centrally and provided as a SaaS service (Software as a Service). Users access the system via use of a supported web browser from their own devices.

Users of the system are assigned membership of one or more security groups. These groups, in turn, are granted access to execute functions within the system. This generally equates to access to menu items and dashboards. This is also applied at a more granular level of functionality for example to access forms, templates, documents and reports or approval workflow.

Third parties, such as partners or interested stakeholders can be given restricted/controlled access to the same system, with access only to the relevant parts of the system that they require.

3.9 Information Assurance

We offer a GDPR tool which assists our clients in determination of their regulatory compliance. We operate with high quality controls in place as designed and constantly reviewed by our in-house data governance lead practitioners. We have an experienced Data Protection Officer with board level representation and influence.

3.10 Service Roadmap

The Counterpart Insight™ product roadmap is based on market research and customer demand. The roadmap is dynamic and revised regularly to keep it in line with demand and market trends.

The current roadmap includes the following features:

Integration – We have integration with Microsoft 365 for applications such as Active Directory, Outlook, Teams and Power BI.

3.10.1 Roadmap Deployment Strategy

Counterpart maintain a core product for Counterpart Insight™. Out of the box Counterpart Insight™ customers have their own configurable instance of the product. This allows customisation of bespoke features specific to the working practices and operations of the company.

Clients are encouraged to suggest new features/functionality to be included in the roadmap. When items from the roadmap are developed, our customers can choose whether they would like the feature or not and if the feature is generally useful to other clients in our estate, then there will be no cost to the client.

Technical upgrades take place to keep clients on supported versions of any third party products, which are utilised as part of Counterpart Insight™. This covers versions of operating system, database and application runtime.

3.10.2 Roadmap Deployment Schedule

Only when Counterpart Insight™ has been fully tested on a new version of software and approved through the Test, QA and Pre-Production live environments does it become available for release. We communicate upcoming releases to our client base well in advance of the release date.

Counterpart has a dual approach to minimise client disruption:
- We have a monthly release schedule for adding new functionality to the system this takes typically 20-30 minutes maximum.
- On a quarterly basis we reserve the right to deploy more complex releases such as those where we have accumulated technical changes also affecting the underlying platform infrastructure. These can take up to 60 minutes and typically are required only once or twice per annum.

Our releases are conducted outside of typical business hours during evenings and weekends. We have had no unscheduled down time nor any requirement to roll back because of our DevOps development approach and automated functionality testing.

Some low risk enhancements are available and can be applied at any time when ready such as the addition of new supplementary reports or new templates which do not affect the database structure.

3.11 Bespoke Customizations and Integrations

Counterpart would be happy to discuss any bespoke customisations and interfaces that may be required.

4 Counterpart Software as a Service

4.1 Glossary of Terms

Term	Description
Client / Customer	The organisation or business that subscribes to use Counterpart Insight™
Off-Boarding	The process of extracting data from a (SaaS) software application for use elsewhere.
On-Boarding	The process of configuring and populating a (SaaS) software application with data
On-Premise	Any bespoke deployment of our Counterpart Insight™ service to a client's infrastructure or nominated cloud providers infrastructure.
Counterpart / Counterpart Solutions Ltd	Counterpart Solutions Limited, a company incorporated in the United Kingdom with company registration number 11008193, whose registered office is at: 3 North London Business Park, Oakleigh Road South, London, England N11 1NP We are the provider of the Counterpart Insight™ service
SaaS	See Software-as-a-Service.
EUSA	(End user subscription agreement).
Software-as-a-Service (SaaS)	A software delivery model where a software application and its associated data are hosted centrally (in the "cloud") and delivered via the use of an Internet browser.
Subscription	A payment made to use a (SaaS) software application for a period of time.
'Proofs of concept'.	A collaboration with a new client to configure an instance of Counterpart Insight™ to prove that it is fit for purpose in the client's organisation.
Take Up	The process of commencing use of a (SaaS) software application.
Termination	The process of stopping the use of a (SaaS) software application.
Working Day	Monday to Friday excluding UK public holidays and weekends.
Working Hours	09:00 to 17:00 (GMT/BST) on a Working Day.

4.2 Contacting Counterpart

To request a trial of a Service (where offered), to receive support for a Service (unless described otherwise in the Service Description), or to submit queries about

the standard Subscriptions offered and the extensions to them, Counterpart can be contacted via the following mechanisms:

- Use the contact form on our web-site https://counterpart.com/contact-us/
- Via e-mail to: info@counterpart.com
- Existing customers of a service can email to support@counterpart.com
- Existing customers can utilize the support communications that are built into the application.
- Customers with enhanced support options (such as 24/7) will be supplied with additional means of contacting Counterpart as a part of their enhanced support agreement.

4.3 On-Boarding/ Provisioning

4.3.1 Trials of the Service

A demonstration of the Service can be arranged. Experience has taught us that interested potential clients really enjoy and see the benefit when they have a little help to configure and use the system. Proof of concepts are our approach. The client benefits from discounted consultancy and no cost start up from which they have no obligations if their requirements are not met.
Contact: info@counterpart.com

4.3.2 Subscriptions

Requests for Subscriptions to the Service can be placed by contacting Counterpart as described in 4.2 above.

The minimum contract period is 1 year (12 months) and commences immediately subject to any trial period agreed in the contract.

Payments are required annually in advance with the exception of 'Proofs of concept'.

Please refer to the "Counterpart SFIA Rate Card.pdf" for pricing details.

4.3.3 On-Boarding

Once your Subscription request to Counterpart Insight™ has been accepted, we will contact you to discuss the configuration information / data required and also to discuss the instructions regarding the specific requirements for this configuration process which will then lead to the launch stage.

4.3.4 Terms and Conditions

Use of the Service (under both trial arrangements and contracted subscriptions), is subject to the "Customer Code of Conduct.pdf" and "Counterpart Terms and Conditions contained in our EUSA (End user subscription agreement).

4.4 Hosting Services

The following hosting provision is included in the delivery of the Service:

4.4.1 Data Storage and Processing Locations

All data processing and storage is undertaken at Microsoft Azure Data Centres located in the UK. For more information about Counterpart' commitment to Data Protection and relevant legislation please see our on line privacy policy at Counterpart-privacy-policy

4.4.2 Data Centres and Networks

Counterpart Insight™ Software-as-a-Service is hosted on a highly resilient infrastructure using multiple storage, memory and processing units across multiple locales in multiple Azure Data Centres. This is an architecture aimed at achieving extremely high availability. The Microsoft Azure Data Centres conform to the highest current audited industry standards for Information Security Management.

Customer access is via the Internet and supported web browsers; all data at rest and data transfers are secured by industry standard encryption mechanisms.

4.4.3 Persistence of Storage

All data (including documents and images) input into Counterpart Insight™' Software-as-a-Service offerings are stored in a persistent manner on multiple storage instances, and will remain that way until actively off-boarded on termination of a Subscription.

4.4.4 Backups

The data controlled by Counterpart' Software-as-a-Service offerings are backed-up using a combination of disk and tape mechanisms as part of our contractual agreement with Microsoft Azure.

Backups are intended purely to restore the 'Counterpart Insight™ Software-as-a-Service' and its client's data to a known restore point in the highly unlikely event of a complete Service failure. They are not intended to, nor do they, provide a facility for individual companies to request a unique restore point or data set.

4.4.5 Information Security

Counterpart are undergoing certification to ISO/IEC 27001, the internationally recognised standard for Information Security Management and are completing certification under the Cyber Essentials Plus scheme.

4.5 Service Level Agreement

4.5.1 Availability

Availability is currently 99.9%
The Service Availability is the percentage of the time the Service is available for use when measured over any one calendar month subject to Exceptions (see below) calculated according to the formula:

The number of minutes the service is available to the Customer PLUS the number of minutes the service is unavailable to the Customer due to exceptions) DIVIDED BY the total number of minutes in the month

Exceptions are:

Circumstances beyond Counterpart' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services (including network and Internet service providers), virus attacks or hackers, failure of third-party software. Inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services, and/or outages elsewhere on the Internet that hinder or delay access to the Services.

Emergency maintenance of the website, software, network or any other component of the Counterpart Software System by Counterpart or its third-party service providers. Counterpart will use commercially reasonable efforts to provide Customer with as much prior written notice as possible (which notice may be transmitted to Customer via electronic communications and/or posting to the Services website).

Customer's acts or omissions including but not limited to the acts or omissions of Customer's employees, contractors, agents, end-users or others who gain access to the Service via the Customer login identifier or password.
Customer's violations of any agreements between Customer and Counterpart including but not limited to the System Terms of Use.

If the Service availability over any one calendar month is less than the above defined **Service Availability**, the Customer may request financial recompense (see 3.3.4 below).

The ideal availability for the Service is 24 hours a day, 7 days a week, all year round. However, despite the fact that the infrastructure implemented to host the service is designed to support optimal availability, in practice this "total availability" is not possible. Exceptions include:

- Planned maintenance
- Critical security maintenance
- Unforeseen problems

![Counterpart logo]

Therefore, the minimum service availability is set. Measurement of service availability will be performed by a 3rd party, and failure to meet this target will result in financial recompense.

4.5.2 Capacity

The capacity available for data (including documents and images) storage is dependent on the Subscription option taken. If the service fails to deliver pre-purchased capacity, the Customer may request financial recompense equivalent to one day's unavailability of the service.

4.5.3 Performance

Counterpart will endeavour to ensure system performance is of a reasonable standard, however many factors that affect your perception of system performance are outside the control of Counterpart. If your perception is that there is a problem with system performance, then please raise this by **Contacting** support@counterpart.com.

4.5.4 Missed Service Level Penalties

The financial recompense shall be calculated as a portion of the monthly subscription fee to the Customer proportionate to the unavailability of the system, i.e.

{1 MINUS [(The number of minutes the service is available to the Customer

PLUS

The number of minutes the service is unavailable to the Customer due to exceptions

MINUS

The number of minutes the service is unavailable to the Customer due to other reasons)

DIVIDED BY

The total number of minutes in the month]} TIMES BY the monthly Subscription fee

This can be taken as a credit against any future Subscription or as a payment to the Customer.

To request financial recompense, the Customer must make a written request using the mechanisms described in Contacting Counterpart. Any such request must include the date(s) and time(s) that the service was unavailable and must be received by Counterpart within ten (10) days of the end of the calendar month during which the Service was unavailable.

The total amount repayable to the Customer in a particular month shall not exceed the total Services Subscription and/or hosting fee paid by the Customer for that month in which the credit is issued.

4.6 Support Mechanism

4.6.1 Customer Responsibility

The Customer is responsible for properly maintaining the functional operation and security of all workstation or mobile device equipment, including but not limited to connectivity to the Internet. Prior to contacting Counterpart regarding any connectivity problems with respect to the system, the Customer will verify that it is able to reach major Internet sites such as www.msn.com or www.yahoo.com.

4.6.2 Raising a Request for Support

A request for support can be raised via the various means of Contacting Counterpart (see 4.2 above) unless an alternative mechanism is agreed.

4.6.3 Hours of Support

Support will be dependent on the support tier and model that you have opted for. Support requests can be raised via Email or our in-application help (see Contacting Counterpart at 4.2 above) at any time.

The scope of the support offered can be extended by agreement and on payment of an additional monthly fee, depending on the level of support required.

4.6.4 Response to a Request for Support

With our minimum support model responses to a support request can be expected to be received within 4 (four) Working hours of the support call being raised (Monday to Friday 09:00 -17:00. A resolution, or work-around, can, in most cases, be expected to be received within 7.5 (seven and a half) Working hours of the support call being raised.

4.6.5 Terms and Conditions for Support

Prior to raising a support request, the Customer should check the available help built into the application, training and assistance resources, FAQs and other material such as our useful videos. The Customer should ensure that the request for support is reasonable. Counterpart reserve the right to triage unreasonable requests appropriately back to the requesters management team.

Note: Your support may be governed by the terms of your Subscription to the Service. If you require additional support, then please use the Contacting Counterpart mechanism to enquire about the options available.

> **Note:** Counterpart will apply a "fair usage" policy to the support requests received.

4.6.6 Support Agreements – Alternatives

Counterpart can also offer alternative Support Agreements, depending on the Customer's requirements.

4.7 Training and Assistance

There are various training and assistance materials (User Manuals, videos and In-application help, for example).

If additional training and/ or bespoke materials are required, then this can be provided on request (via the various means of Contacting Counterpart as described at 4.2 above), but is outside the terms of the Standard Subscriptions.

4.8 Customer Code of Conduct/ Acceptable Usage Policy

The current terms of use of Counterpart Software-as-a-Service are included in the "Customer Code of Conduct".

Customers are expected to abide by the terms of use described therein. Note that:
- It is imperative that Customers protect the credentials used to access the System.
- Ensure that usernames and passwords etc. are not shared.
- Ensure that those with Administrative rights are restricted or limited to fewer individuals.
- Try to plan so that users receive only the required level of role based access to fulfil their needs using the tool.
- It is essential that Customers use Virus protection on their computers, and that any files uploaded to any system provided on a Software-as-a-Service are checked for viruses.
- Customers are liable for all content that is uploaded and/or input to the Service.

4.9 Termination

A Subscription to the Service can be terminated by the Customer or by Counterpart Solutions Ltd as outlined in this section.

Off-boarding will then be undertaken as appropriate as described in 3.8 below.

4.9.1 Termination by the Customer

A Subscription can be terminated by the Customer (either during the term of a Subscription, or by indicating that a Subscription renewal is not required), by Contacting Counterpart (as described at 4.2 above) and requesting such.

No refund will be made for any pre-paid Subscription period.

4.9.2 Termination by Counterpart

4.9.2.1 At the end of a Subscription
Advanced reminders will be issued to a Customer via e-mail to the administrative user(s) 1 (One) calendar month prior to a Subscription ending. If a Subscription is not renewed, then it will have deemed to have lapsed, and in this case Counterpart reserves the right to off-board the data (including documents and images) not less than one calendar month after the Subscription has ended; prior notifications will be issued via e-mail to the administrative user(s). Unless requested otherwise by the Customer, the data (including documents and images) will not be retained.

4.9.2.2 Breach of Customer Code of Conduct/Terms of Use
Counterpart reserves the right to terminate a Subscription at any time if a Customer is found to be in breach of the "Customer Code of Conduct.pdf" and has not satisfactorily responded to 2 (two) warnings of termination e-mailed to your administrative user(s).

4.9.2.3 Termination of the Service
Counterpart reserves the right to terminate the Service at the end of a Subscription period when at least 3 (Three) calendar months' prior notice has been given via e-mail to the administrative user(s) of the termination of the Service, or at any time when at least 12 (twelve) calendar months' prior notice has been given via e-mail to the administrative user(s) of the termination of the Service. In either case, all data (including documents and images) will be off-boarded by Counterpart and supplied to the appropriate Customers in an agreed manner.

4.10 Off-Boarding

If the Service is terminated either by the Customer or by Counterpart, Counterpart will contact the
Customer to establish your off-boarding requirements.

Counterpart will supply your data to you on Termination as described below;

- A standard extract of data in a delimited form to facilitate on-boarding elsewhere.
- This will include suitable definitions of the extracted files and delimited fields.
- Relationships between entities will also be retained/supported through the use of appropriate keys.
- Bespoke data extract requirements can also be provided on request, but would form part of a service request.

Other mechanisms are available and can be requested by contacting support@counterpart.com. Use of another mechanism may incur an additional charge.

5 Additional Services

Counterpart offers a range of services:

Counterpart also offers a wide range of additional services in support of our Software-as-a-Service applications, including but not limited to the following:

'Hands on' Consultancy.
We have in-house consultants with decades of experience operating at C-suite level, to advise and help turn your executive vision into coherent strategy. This strategy can be then be used to plan programs of work and launch clearly defined projects to deliver the executive vision.

Day rates for these services can be provided on request by Contacting Counterpart using the below link.

Contact us

A guide to these rates can be find in the Counterpart SFIA Rate Card.