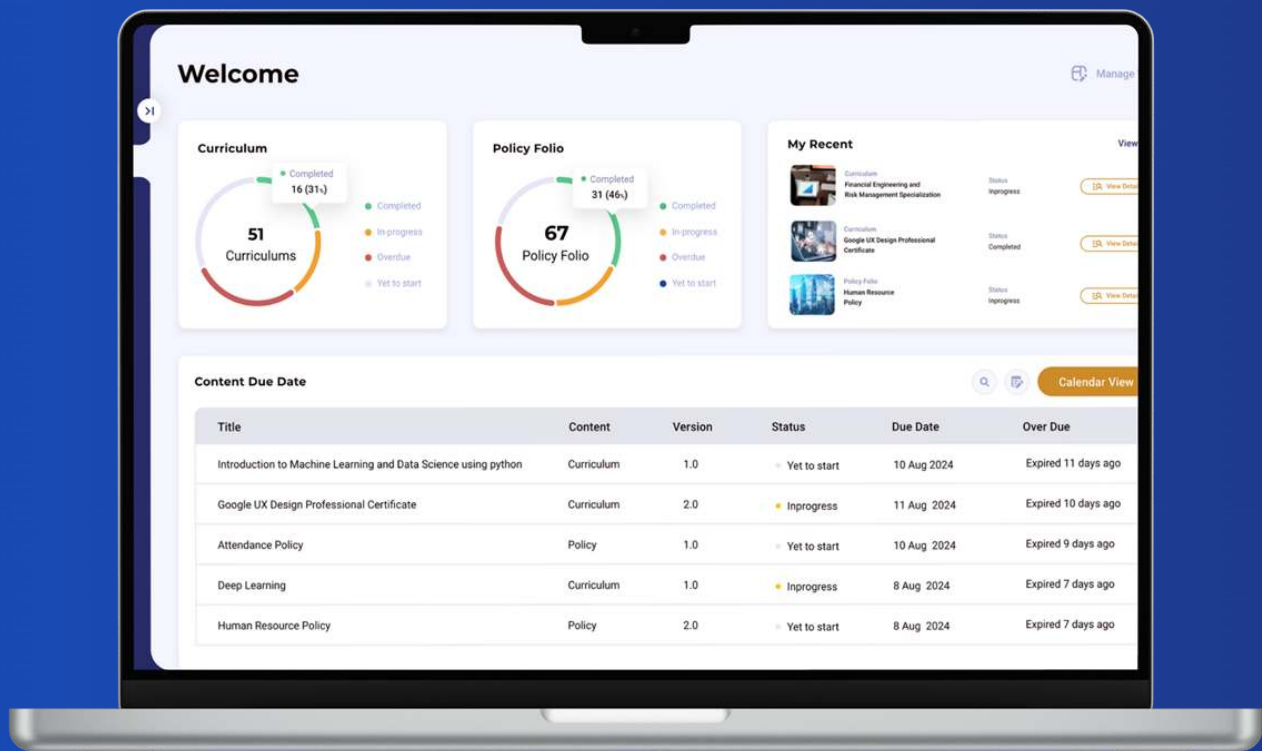


Distribution and Tracking Software for Policy, Content and Training

Terms and Conditions



This agreement is made between House-on-the-Hill Software Ltd ("the Supplier" and "Data Processor") with company registration number 2790771 trading from 127 Stockport Road, Marple, Cheshire, SK6 6AF England and the Customer (Data Controller).

1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Protection Legislation : all applicable Law about the processing of personal data and privacy;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted by the Data Protection Legislation to access their Personal Data;

Database Content: The content of the database created for the Customer as part of the Services;

Downtime: means any service interruption in the availability to visitors of the Website;

UK GDPR: the UK General Data Protection Regulation;

House-on-the-Hill Software: The Software as a Service as provided by the Supplier;

Intellectual property rights: means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;

IP Address: stands for internet protocol address which is the numeric address for the server;

ISP: stands for internet service provider;

Party: means a Party to this Agreement;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, for ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures;

Server: means the computer server equipment operated by the Supplier in connection with the provision of the Services;

The Services: means web hosting, email and any other services or facilities provided by the Supplier as outlined in Schedule 1 to this Agreement;

Spam: means sending unsolicited and/or bulk emails;

Special Category Data: is data of a more sensitive nature; such as information about an individual's race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for ID purposes), health, sex life or sexual

orientation, personal identifiers such as passport number, full debit/credit card numbers;

Technical Support Hours: means the core hours during which technical support is available;

Virus: means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses";

Visitor: means a third party who has accessed the Website;

The Website: means the hosting of the Database Content and accompanying Web interfaces as defined in Schedule 1;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: take the meaning given in the UK GDPR.

1.2 The Schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules.

1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2. Introduction

2.1 The Customer wishes to provide the Supplier with data that will be hosted on the Supplier's servers and made accessible via the Internet.

2.2 The Supplier provides web hosting services and has agreed to host the Customer's data under the following terms and conditions.

3. Duties

3.1 The Supplier shall provide to the Customer the Services specified in Schedule 1 to this Agreement subject to the following terms and conditions.

4. Charges & Payment

4.1 The Customer shall pay the Charges for the Services in accordance with the Terms of Payment as specified in Schedule 3 to this Agreement.

4.2 The Charges are exclusive of VAT (UK sales tax), which shall be paid by the Customer where appropriate.

4.3 The Supplier shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4.00% per annum above the base rate of National Westminster Bank from time to time in force.

5. IP Addresses

5.1 The Supplier shall maintain control and ownership of the IP Address that is assigned to the Customer as part of the

Services and reserves the right in its sole discretion to change or remove any and all IP Addresses.

5.2 Where the Supplier changes or removes any IP Address it shall use its reasonable endeavours to avoid any disruption to the Customer, and shall notify the Customer in advance of the change where possible.

6. Software Licence & Rights

6.1 The Supplier grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use House-on-the-Hill Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in House-on-the-Hill Software.

6.2 In relation to the Supplier's obligations under this Agreement in connection with the provision of the Services, the Customer grants the Supplier the right to make such copies of the Database Content as may be necessary to perform its obligations under this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Supplier any right to use or sell any of the Database Content. The Supplier will only logon to the Website with prior written permission.

6.3 The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense House-on-the-Hill Software.

7. Service Levels

7.1 Service Availability: The Supplier shall use its reasonable endeavours to make the server and the Services available to the Customer 100% of the time but because the Services are provided by means of computer and telecommunications systems, the Supplier makes no warranties or representations that the Service will be uninterrupted or error-free and the Supplier shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 Backups: The Database Content will be backed up twice during the working day in order to provide a copy of morning and afternoon work. There will be no charge for databases that have to be restored due to any system failure. Ad-hoc requests to backup and restore the database will be charged for as set out in Schedule 3. Requests by the Customer to have routine snapshots of the data in addition to those provided as part of the service will be charged for as set out in Schedule 3.

7.3 Service Outage during Technical Support Hours:

On realisation of an issue, an email is sent informing the nominated Customer contact that there is a disruption in service. The Supplier will provide all information that is known at this point.

Hourly thereafter, the Supplier will send an email to the nominated Customer contact providing any updates or simply informing that there is nothing new to report.

When there is any news pertaining to recovery of the service or the provision of an alternative service by the Supplier, an email will be sent to the Customer contact providing updates, information, options or instruction.

Instigation of backup systems; At any time after the outage if it is apparent that the original service will not resume, then the supplier will actively instigate the backup system.

After 8 working hours from the original outage, and if there is still no indication that the original service will resume, then the supplier will actively instigate the backup system.

8. Acceptable Use Policy

8.1 The Website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

8.1.1 use the Services or the Website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

8.1.2 send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3 publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights, via the Services or on the Website;

8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.1.5 engage in illegal or unlawful activities through the Services or via the Website;

8.1.6 make available or upload files to the Website or to the Services that the Customer knows contain a virus, worm, trojan or corrupt data; or

8.1.7 obtain or attempt to obtain access to areas of the Supplier's network or Services, other than those permitted by the access rights supplied.

8.2 The Customer has full responsibility for the content of the Website. For the avoidance of doubt, the Supplier is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3 If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 the Supplier shall be entitled to withdraw the Services and terminate the Customer's account immediately with no refund of monies.

9. Data Processing

This Data Processing clause sets out the principles and procedures, as defined by the Data Protection Legislation, that the Supplier shall adhere to as Data Processor and the Customer as Data Controller for the processing of Personal Data by the Supplier under this Agreement.

9.1 The only processing that the Supplier is authorised to do is listed in Schedule 2 as determined by the Customer. The Customer shall notify the Supplier in writing of any changes to the Data Processing Details in Schedule 2.

9.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

9.3 The Supplier shall provide commercially reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing as part of system configuration. The Customer must advise as to what assistance is required.

9.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 2, unless the Supplier is required to do otherwise by Law; in such case, the Supplier shall promptly notify the Customer before processing the Personal Data, unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event;

(c) ensure that access to Personal Data is limited to only those employees who require access to it for the purpose of The Services. The Supplier shall ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained;

(e) at the written direction of the Customer, delete and/or return Personal Data (and any copies of it) to the Customer on termination of the Agreement.

9.5 The Supplier shall notify the Customer without undue delay if it:

(a) receives a Data Subject Access Request;

(b) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or

(c) becomes aware of a Data Loss Event

9.6 The Supplier's obligation to notify under clause 9.5 shall include the provision of further information to the Customer, as details become available.

9.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 9.5.

9.8 The Supplier shall maintain a record of all categories of processing activities carried out on behalf of the Customer in accordance with UK GDPR Article 30(2).

9.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

9.10 The Supplier designates a data protection officer in Schedule 2.

9.11 The Supplier will not sub-contract any of the processing of Personal Data without explicit agreement from the Customer. Where such written agreement is provided, the Supplier will ensure that any sub-contractor it uses to process Personal Data complies with the terms of this Agreement.

9.12 The Customer is responsible for ensuring that it complies with all applicable laws relating to privacy and data protection in its use of the Services.

9.13 The Supplier is not liable to the Customer for breaches of Personal Data stemming from the Customer's failure to protect such data. Including, but not limited to, inappropriate distribution of reports and emails, disclosure of login credentials.

9.14 The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

9.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

10. Alterations and Updates

All alterations and updates to the Website, over and above those already provided by the Website, shall be made by contacting the Supplier support team via e-mail using support@houseonthehill.com. The Customer will be advised of any charge associated with such work in advance as set out in Schedule 3. Initial customisation of the Website, such as including the Customer logo, is free of charge during month 1.

11. Warranties

11.1 The Customer acknowledges that the Supplier's copying of the Customer's Database Content as set out in Clause 6.2 will not infringe the intellectual property rights of any third party.

11.2 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Supplier gives no warranty or representation that the Website will be wholly free from defects, errors and bugs; the Supplier shall not be liable as a result of any inaccuracies in data produced by the use of the Website.

11.3 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Supplier gives no warranty or representation that the Website will be entirely secure; the Supplier shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

12. Indemnity

The Customer agrees to indemnify and hold the Supplier and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Supplier arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website.

13. Limitation of Liability

13.1 Nothing in this Agreement shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

13.2 The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

13.3 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity, loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

14. Term of Termination

14.1 This Agreement will become effective from the date specified in Schedule 1 and shall continue for a period of not less than the period specified in schedule 3 and thereafter shall continue until terminated by either party by giving at least 1 months' notice in writing of its intention to terminate the Agreement.

14.2 The Supplier shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due, following reasonable endeavours by the Supplier to obtain payment.

14.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

14.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

14.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

14.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

14.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

14.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

15. Assignment

15.1 The Supplier may assign or otherwise transfer this Agreement at any time, with a minimum of 30 days' notice.

15.2 The Customer may not assign or otherwise transfer this Agreement or any part of it without the Supplier's prior written consent.

16. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

17. Severance

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18. Notices

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

19. Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

20. General

The Customer agrees to communication from the Supplier for marketing or news bulletins.

21. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



Schedule 1 - The Services

The Supplier shall provide the following services and facilities to the Customer:

Start Date:

Location & Security

The Website can be allocated on UK, EU or US data centres (supplied by Microsoft Azure, ISO27001:2022 certified). The Website is managed by House-on-the-Hill Software Ltd. Password control to access the Website through the interface provided using secure SSL. Webroot is installed on the server to monitor for viruses. House-on-the-Hill Software Ltd has ISO27001:2022 certification; certificate number: 234054.

Technical Support Hours

9-5 Monday to Friday (GMT) except UK bank holidays

Uptime

Our aim is for systems to be available 100% of the time. (Ignoring scheduled and agreed maintenance down time)

Fault Response Time

First Response - within 2 Technical Support hours.

All incidents are required to be logged via the HouseontheHill Software Portal, Support@Houseonthehill.com email address or by telephone.

Any other method may result in delayed response.

Incidents are categorised as follows, with Urgent and High issues attended to immediately.

Priority	Explanation
Urgent	The system is inaccessible or the issue is causing data corruption
High	The issue is having a serious impact on the performance or usability of the software
Medium	An annoying, recurring or repeatable software issue that requires further investigation and possible configuration, setup or code change
Low	A request for assistance or a change, and there is no current degradation of the performance of the software

Upgrades

The supplier will maintain the software on the server. The software will be upgraded for corrections to issues reported by the Customer and major upgrades when available. The software upgrades are scheduled for a mutually convenient time and are not obligatory.

Schedule 2 - Schedule of Processing, Personal Data and Data Subjects

Data Processing Details

Description	Personal Data Processing Instructions
Subject matter of the Processing	<i>Hosted HouseontheHill Software for the management of an Content Distribution and Tracking Platform.</i>
Duration	<i>For the agreed contract length until either Party terminates this Agreement</i>
Categories of Data Subjects	<i>Employees, customers or members of the public depending on the chosen configuration.</i>
Types of Personal Data	<i>Personal data may include names, email addresses and other information required for the management of the service</i>
Nature and purpose of the processing (The Customer has full responsibility for the content of the Website)	<i>The personal data in the software database is used to communicate with individuals regarding their content via email. Personal data may be displayed in Summary Lists and Reports. (You should not include Special Category Data in your emails)</i>
Location of Processing	<i>UK , EU or US</i>
Retention Period	<i>Upon termination or expiration of this Agreement, the Supplier shall, if requested, assist with export of the Customer's Database Content to the Customer and destroy all such copies of the Database Content held by the Supplier within 1 month.</i> <i>Data exports are outside Hoth's standard support service and may be subject to additional charges.</i>

Data Protection Officer

The designated Data Protection Officer at House-on-the-Hill Software Ltd is: **Inge Heijting (Customer Account Manager)**

Schedule 4 - Terms of Payment

Terms of payment

Within 14 days of invoice date, by direct transfer to House-on-the-Hill's bank account, or via Stripe

Period

A minimum period of 12 months

Renewal and Alteration Arrangements

The agreed price plan and number of licences can be altered. This will require a review of the monthly charge.

Any adjustments will be agreed during month 11 of the rental period.



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ISO 27001:2022 UKAS Certified | Cyber Essentials Certified | G-Cloud Supplier*

Company Registration: 2790771 | Registered in England.