



ADEPT AGREEMENT ()



Date: 17/01/2025

Version 1

CLASSIFICATION: Confidential

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Document Control

Item	Description
Document Title:	Adept Agreement
Associated Controls:	
Reference ID:	TEM038
Version:	1

Status:	Published
Approver:	Elaine Gallacher
Approval Date:	17/01/2025
First Issued Date:	17/01/2025
Revision Issued Date:	17/01/2025
Reference Documents:	Linked Policies: Linked Procedures: Linked Records: Genius Adept Pricing Options

Document Publication History

(All revisions made to this document must be listed in chronological order, with the most recent revision at the bottom)

Version	Published Date	Author
1	17/01/2025	Elaine Gallacher

Overview

This agreement is dated [Insert date]

Between:

- 1 Genius Software Solutions Limited a company incorporated in Scotland whose registered number is SC361801 and whose registered office is at 1439 Cumbernauld Road, Glasgow G33 1AN (the "**Genius Software Solutions**"); and
- 2 [Customer] a company incorporated in Scotland whose registered number is [RegNo] and whose registered office is at [Address] (the "**Customer**").

Background

- (A) Genius Software Solutions has developed a debt collection CRM system (Adept) that it wishes to make available as a service to Customer for use by the **Users (as defined below)**.
- (B) Customer and **Users** will be able to benefit from the hosted system and associated applications by interacting with it remotely through the Internet.
- (C) Genius Software Solutions wishes to provide the **Services (defined below)** and associated **Applications (defined below)** and Customer agrees to pay for such **Services** and associated **Applications** on the terms of this **Agreement**.

Definitions

"Confidential Information" all information whether technical or commercial know-how (including all specifications, inventions, processes, initiatives, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties) given by one party to the other or otherwise obtained by one party relating to the other party's business, finance or technology, know-how, **Intellectual Property Rights**, assets, strategy, products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with that party where the information is:

- (a) identified as confidential at the time of disclosure; or
- (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;

"Customer Data" means all information of whatever form relating to Customer, its clients and or business that is provided or created by Customer in connection with the **Services**, including any information provided and or generated by Users in connection with their access to and/or use of the **Services** or **Applications**, and all **Personal Data** for which the

Customer is the Data Controller or Data Processor and Genius Software Solutions is Data Processor or sub-Data Processor;

"Data Controller" means data controller as defined in the **Data Protection Legislation**;

"Data Processor" means data processor as defined in the **Data Protection Legislation**;

"Data Protection Legislation" means the General Data Protection Regulation 2016/679 ("GDPR"), Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended from time to time, and all other applicable privacy and data protection laws and regulations, as well as any guidance and/or codes of practice issued from time to time by the Information Commissioner and/or any other privacy authority(ies) which the Customer is required to comply with;

"Documentation" means the documents (in whatever media) that accompany the **Services** or **Applications**, including all data, reports and specifications;

"Intellectual Property Rights" means any and all copyright, know-how, 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, the right to sue for passing off, 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;

All **Intellectual Property Rights** in and to the **Services**, **Applications** and **Documentation** shall vest and remain vested in Genius Software Solutions. To the extent that Customer acquires any **Intellectual Property Rights** in the **Services**, **Applications** and/or **Documentation**, Customer shall assign or procure the assignment of all rights title and interest in such **Intellectual Property Rights** (including by way of present assignment of future **Intellectual Property Rights**) to Genius Software Solutions. Customer shall execute all such documents and do such things as Genius Software Solutions may consider necessary to give effect to this clause.

"Insolvency Event" means an event where a party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an

administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction;

"Personal Data" means personal data as defined in the **Data Protection Legislation** and shall include, where applicable, personal data contained within the **Customer Data**;

"User(s)" means the individuals authorised by the Customer to use the **Services the Applications and the Documentation in accordance with this Agreement**

1 Use of the Services and Applications

1.1 Genius Software Solutions hereby grants a non-transferable, non-exclusive licence for the term of this **Agreement** to Customer (including the right to sub-licence the **Users**) to use the **Applications** and **Documentation** to the extent necessary to receive the benefit of the **Services**.

2 Fees and payment

2.1 Customer shall pay Genius Software Solutions the **Fees** in connection with the receipt of the **Services** and/or use of the **Applications**.

2.2 All amounts due under this **Agreement** are exclusive of **VAT**, sales or other tax applicable which shall be paid in addition by Customer at the rate and in the manner for the time being prescribed by law.

2.3 The parties acknowledge and agree that:

2.3.1 the Late Payment of Commercial Debts (Interest) Act 1998 applies to this Agreement;

2.3.2 statutory interest applies to each qualifying debt, being each debt constituted by an obligation to pay the price for goods/services pursuant to this Agreement; and

2.3.3 for the purposes of section 4 of Late Payment of Commercial Debts (Interest) Act 1998, interest runs on a qualifying debt from the day after the due date for payment as specified by this Agreement.

3 Data Protection

3.1 Each party shall provide the other party with reasonable assistance in complying with its obligations under applicable **Data Protection Legislation** insofar as necessary to facilitate each party's compliance with each party's obligations in this **Agreement**.

- 3.2 The parties acknowledge and agree that Customer shall be the **Data Controller** in respect of any **Personal Data** contained within the **Customer Data**.
- 3.3 In connection with the provision of the **Services**, the **Data Processor** shall:
- 3.3.1 process the **Personal Data** belonging to the **Data Controller** only in accordance with instructions from the **Data Controller**;
 - 3.3.2 process the **Personal Data** belonging to the **Data Controller** only to the extent, and in such manner, as is necessary for the performance of its obligations under this **Agreement**;
 - 3.3.3 implement appropriate technical and organisational measures to protect the **Personal Data** belonging to the **Data Controller** against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the **Personal Data** and having regard to the nature of the **Personal Data** which is to be protected; and
 - 3.3.4 not process or otherwise transfer any **Personal Data** belonging to the **Data Controller** outside the European Economic Area without the consent of Customer.
 - 3.3.5 assist the Data Controller by appropriate technical, organisational or other measures as may be required by the Data Controller for the fulfilment of the Data Controller's obligation to respond to requests for exercising a Data Subject's rights as detailed in Chapter III of the GDPR (or other prevailing Data Protection Legislation); and
 - 3.3.6 maintain complete and accurate records and information to demonstrate its compliance with this agreement and allow for audits and / or inspections by the Data Controller or the Data Controller's designated auditor or inspector for such same purpose.

4 **Confidential Information**

- 4.1 Each party shall maintain the confidentiality of the other party's **Confidential Information** and shall not without the prior written consent of the other use, disclose, copy or modify the other party's **Confidential Information** (or permit others to do so) other than as necessary for the performance of its rights and obligations under this **Agreement**.
- 4.2 Each party undertakes to:

4.2.1 disclose the other party's **Confidential Information** only to those of its officers, employees, agents, professional advisers and contractors (including Genius Software Solutions personnel) to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this **Agreement**; and

4.2.2 to procure that such persons are made aware of and agree in writing to observe the obligations in this clause.

4.3 Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's **Confidential Information** immediately upon becoming aware of the same.

4.4 The provisions of this clause shall not apply to information which:

4.4.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;

4.4.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;

4.4.3 is independently developed by the recipient, without access to or use of such information; or

4.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

4.5 The obligations under this clause shall survive the variation, expiry or termination of this **Agreement** for a period of *five* years thereafter.

5 **Information security**

5.1 Genius Software Solutions shall be responsible for taking reasonable and prudent measures in accordance with **ISO27001** to safeguard the security of the **Customer Data** in its possession, including maintaining appropriate firewalls, encryption and anti-virus protection, as set out in Part 1 of the Schedule (Services).

5.2 Genius Software Solutions shall notify Customer as soon as possible upon discovery of any data security incident impacting the Customer Data.

5.3 Genius Software Solutions shall not be responsible for any loss or damage to **Customer Data** to the extent that such loss or damage was caused by Customer or a third party (other than a **Genius Software Solutions subcontractor** or representative).

6 **PCI-DSS**

- 6.1 Genius Software Solutions confirms that it is a PCI DSS Third Party Service Provider and agrees to maintain compliance to the Payment Card Industry Data Security Standard for the duration of the Contract Term. Whilst doing so, the Supplier shall:
- 6.1.1 Provide a valid Attestation of Compliance for the payments related Services being provided to the Customer;
 - 6.1.2 Take responsibility for the security of the Customers payment card account data whilst within the Suppliers control;
 - 6.1.3 Provide documentation showing which PCI DSS Requirements that the Provider is responsible for, which the Customer is responsible for, and which are shared; and
 - 6.1.4 Provide full and unredacted copies of scans as required by the PCI DSS when reasonable requested to do so.

7 Term and Termination

- 7.1 This Agreement shall commence on the Commencement Date and shall (subject to earlier termination pursuant to this clause) continue for an initial period of [36] months. It shall thereafter continue automatically until terminated in accordance with the terms of this Agreement.
- 7.2 Either party shall have the right to terminate this Agreement without liability to the other party on the provision [6]months written notice to the other party at any point after the initial 36-month term.
- 7.3 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party immediately terminate this **Agreement** if the other:
- 7.3.1 is in material or persistent breach of any of its obligations under this **Agreement** and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or
 - 7.3.2 is the subject of an **Insolvency Event**.

Subscribed for and on behalf of Genius
Software Solutions Limited

By

*Authorised
Secretary

Signatory/Director/Company

Full Name (Please Print)

At

On

Before

Witness

Full Name (Please Print)

Address

*Please delete as applicable

Subscribed by [Customer]

At

On

Before

Witness

Full Name

Address

Schedule Part 1 Services

Hosted Adept debt collection CRM system

Services Description

- Import facility for new cases
- Customer contact history
- Client configuration to capture and manage invoicing / charging details
- Management of document templates to support mail merge
- Automated workflow
- Worklist / task management
- Recording all user interactions
- Capturing status updates / notes
- Setting up and tracking payment arrangements
- Ledger facilities to track / update balances – debits and credits
- Generating client charging
- Production of client invoices
- Client reporting
- User permissions / access control

Support services

Support services are provided via telephone, email and an online ticketing system:

The operational hours of the support team are:

- Monday to Friday 0800-2100
- Saturday – 0800-1600
- There is an out of hours service also available

Further support process documentation is provided and may be updated from time to time.

Documentation

Training documentation

Genius support documentation

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Schedule Part 2 Fees

All fees shall be calculated and charged in accordance with this Part 2 of the Schedule.

(i) **User Fee:**

Each named user will be charged at [£X per user per month, with a minimum of 10 users.]

This is inclusive of all upgrades, maintenance and change requests. Any change requests that are unique to customer may be charged at an hourly rate of £35 per hour. This would be agreed in advance of any work undertaken.

(ii) **Setup Fees:**

The system setup fee is [£X].

Professional Services

Genius Software Solutions Ltd may provide professional services resource to the customer for the duration of the agreement.

Professional services resource required may encompass the services below:

Project Management
Software Development
System Training
System Customisation & Change Requests
Access to Genius Support Teams
System Maintenance

Genius Software Solutions Ltd will provide the above at no additional cost. Payment for these services are included in the **User Fee**.

Travel Costs

Genius Software Solutions Ltd may provide professional services resource to the customer for the duration of the agreement.



Any travel/accommodation/subsistence costs that Genius Software Solutions Ltd will incur (beyond a 50 mile radius of Glasgow) in delivering these services will be recharged to the customer at cost.

Payment Terms

- (i) User Fees are payable in advance on the 1st of the calendar month for which the desired usage arises; i.e. payable no later than 1st January for usage period January 1st – January 31st. Genius will issue an invoice for this fee at least 14 days prior to the due date of payment.
- (ii) Each user will have his/her own unique login details which must be used only by them to access the system. Genius will bill on the basis of the number of users who log in each month (minimum 10 users).

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Schedule Part 3 – Data Processing Requirements

Description	Details
Subject matter of the processing	[Overview of the way the system will be used and why].
Legal basis for the processing	Art 6. 1 (b) for the performance of a contract; and [amend as necessary]
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	To facilitate contact to Customers [amend as necessary].
Type of Personal Data	Names, address, contact details, account information [add any further types of data as necessary]
Categories of Data Subject	Customers [amend as necessary].
Plan for return and destruction of the data once the processing is complete	Customer data uploaded will be retained for [XXX]. Call recordings will be retained for XXX. Upon the termination of the contract, arrangements will be made between both parties to securely delete data held by Processor and/or transfer all current data to Customer.