



Crown
Commercial
Service



Equine Register Ltd

G-Cloud 15

Terms and Conditions

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1. Document Control

1.1 Version Control

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2. Definitions and General Services Overview

1. Equine Register Services

- 1.1. Equine Register provides managed SaaS services as defined in the separate Service Description document with applicable service levels defined in this document.
- 1.2. Each Service is monitored for hardware availability, service capacity and network resource utilisation. Each Service is regularly monitored for service level compliance and adjustments are made as needed.
- 1.3. Each Service requires information from Customer for successful provisioning and performance of the Service.
- 1.4. Customer must apply renewal credential(s) accompanying the Subscription Instrument (defined below), to their account, upon receipt. Renewal credentials are required to maintain account information and Customer data during any post termination retention period, if any, as set forth in each applicable Service appendix, below. Otherwise, account access and data may be permanently deleted.

2. Definitions

- 2.1. The capitalized terms, below, shall have the following meanings for the purposes of the Agreement. Other capitalized terms shall have their plain meaning.

“Administrator” means a Customer User with authorization to manage the Service on behalf of Customer. Administrators may have the ability to manage all or part of a Service as designated by Customer.

“Computer” includes computers, mobile phones and other devices capable of having the Software (defined below) installed.

“End User License Agreement (EULA)” means the terms and conditions accompanying Software (defined below).

“Infrastructure” means any Equine Register or licensor technology and intellectual property used to provide the Services.

“Monthly Charge” means the monthly charge for the affected Service(s) as defined in the Agreement.

“Service Credit” means the amount of money that will be credited to Customer’s next invoice after validation by Equine Register that a credit is due to Customer.

“Service Level” means each of the Service paraMetrics defined in Schedule 3, Service Level Agreement, below.

“Service Software” means Software (defined below), as may be required by a Service, which must be installed on each Customer computer, in order to receive the Service. Service Software includes the Software and associated documentation that may be separately provided by Equine Register as part of the Service.

“Software” means each Equine Register or licensor software program, in object code format, licensed to Customer by Equine Register and governed by the terms of the accompanying EULA, or

this Schedule 1, Definitions and General Services Overview, as applicable, including without limitation new releases or updates as provided hereunder.

“Subscription Instrument” means a written agreement or licence between Customer and Equine Register, that accompanies, precedes or follows the Service.

“User” means an individual person and/or device authorized to use and/or benefits from the use of the Service, or that actually uses any portion of the Service.

3. Planned Maintenance

- 3.1. “Planned Maintenance” means periods of maintenance of which Customer has been given seven (7) calendar days prior notification by Equine Register and which may cause disruption of Service due to non-availability of the Service Infrastructure. Equine Register will use commercially reasonable efforts to not perform Planned Maintenance between 9am and 5pm, Monday through Friday, in the time zone in which the infrastructure is located.
- 3.2. Wherever possible, Planned Maintenance will be carried out without affecting the Service. Planned Maintenance will normally be performed during periods of anticipated low traffic and on part, not all, of the network. During Planned Maintenance, Service may be diverted to sections of the infrastructure not undergoing maintenance in order to minimize disruption to the Service.
- 3.3. Where emergency maintenance is necessary and is likely to affect the Service, Equine Register will endeavour to inform the affected parties no less than one (1) hour before the start of the emergency maintenance.

4. Technical Support

- 4.1. Technical support is available between 10am and 4pm Monday to Friday excluding UK public bank holidays to assist Customer with configuration of the Service features described in each appendix; and to resolve reported problems with the Service. Additional technical support information may be defined in Schedule 4, Technical Support and Fault Response, below.

5. Customer Service

- 5.1. Equine Register will provide customer service between 10am and 4pm Monday to Friday excluding UK public bank holidays to:
 - a) Receive and process orders for provisioning the Service.
 - b) Receive and process requests for modifications to the operational aspects of the Service;
and
 - c) Respond to billing and invoicing questions.
- 5.2. Unless stated otherwise in the applicable appendix, on receipt of a fully completed and actionable order or Service Change Request, Equine Register will use commercially reasonable efforts to provision the Service within five (5) business days, provided that Customer has provided any required information.

6. Service Software Licence

For each Service in which Service Software is provided to Customer, the EULA accompanying the Service Software shall apply. If no EULA is provided with the Service Software, then the following terms shall apply.

6.1. Grant of Licence.

Subject to the terms and conditions of this Agreement, Equine Register grants the Customer and/or User the non-exclusive, non-transferable right to install and use the Service Software solely for Customer and/or User's own operations. All intellectual property rights in the Service Software are and shall remain the property of Equine Register and/or its suppliers. The Service Software is licensed by Equine Register, not sold. Customer acknowledges that the Service Software and all related information, including without limitation Updates, are proprietary to Equine Register and its suppliers. Customer shall be responsible and fully liable for each User's compliance with or breach of the terms of this Agreement. Customer shall immediately notify Equine Register of any unauthorized use or violation of these terms.

6.2. Copy and Use Restrictions.

Customer and/or User may download and install the Service Software subject to the following conditions:

- a) Customer may not download or install the Service Software to more than the number of User licences licensed by Customer.
- b) Customer may copy the Service Software as reasonably necessary for backup, archival or disaster recovery purposes. Printed Documentation may be reproduced by Customer for internal use only. "Documentation" means Equine Register's user guides and/or manuals for operation of the Service Software that are included with the Service Software.
- c) Customer may not, nor allow any third party to: (i) decompile, disassemble, or reverse engineer the Service Software, except to the extent expressly permitted by applicable law, without Equine Register's prior written consent; (ii) remove any product identification or proprietary rights notices; (iii) lease, lend, or use the Service Software for timesharing or service bureau purposes; (iv) modify translate, adapt or create derivative works of the Service Software, or (v) otherwise use or copy the Service Software except as expressly provided herein.

6.3. Transfer of Rights.

Customer may not transfer, assign or delegate this licence under this Agreement without the prior written consent of Equine Register. Any such transfer, assignment or delegation in violation of the foregoing shall be void.

6.4. Limited Warranty and Disclaimer

- a) Equine Register warrants that, the Service Software will conform in all material respects to Equine Register's current Documentation.
- b) The preceding warranty will not apply if: (i) the Service Software is not used in accordance with this Agreement or the Documentation; (ii) the Service Software or any part thereof has been modified by any entity other than Equine Register; or (iii) a malfunction in the Service Software has been caused by any of Customer's equipment or third party software.
- c) EQUINE REGISTER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. Equine Register expressly disclaims all warranties of any kind whether express, implied or otherwise, including but

not limited to warranties of merchantability, satisfactory quality, or fitness for a particular purpose.

6.5. Termination.

Upon termination of the applicable Service or the Agreement, all of Customer's right to use the Service Software granted herein shall immediately cease and Customer shall promptly return to Equine Register or destroy all copies of the Service Software and Documentation.

7. Additional Legal Terms and Conditions

The following terms and conditions are applicable to all Services, and Customer accepts and agrees that:

- 7.1. Customer shall comply with all applicable laws with respect to use of the Service(s). In certain countries it may be necessary to obtain the consent of individual personnel. Configuration and use of the Service(s) is entirely in Customer's control; therefore, Equine Register is not liable for Customer's use of the Service(s), nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.
- 7.2. You may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Equine Register's prior written consent.
- 7.3. If continued provision of the Service to Customer would compromise the security of the Service, including, but not limited to, hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains, Customer agrees that Equine Register may temporarily suspend Service to Customer. In such an event, Equine Register will promptly inform Customer and will work with Customer to resolve such issues. Equine Register will reinstate the Service upon removal of the security threat.
- 7.4. Should a Service be suspended or terminated for any reason whatsoever, Equine Register shall reverse all configuration changes made upon provisioning the Service and it shall be the responsibility of Customer to undertake all other necessary configuration changes when the Service is reinstated.
- 7.5. Service Levels will apply to the Services defined in Schedule 3, Service Level Agreement, below, and each predecessor Service, if applicable.
- 7.6. In order to optimize each Service Equine Register may, at its discretion and without notice, add, modify or remove features from each Service at any time. Equine Register may, in its sole discretion and from time to time, establish or amend general operating practices to maximize the operation and availability of the Service and to prevent abuses. For the avoidance of doubt, such changes will not materially degrade the Service.
- 7.7. Equine Register may update these Service Descriptions schedules from time to time to accurately reflect the Service being provided.
- 7.8. Customer acknowledges and agrees that the remedies set forth in the Agreement are the sole and exclusive remedy for the failure of any Service to perform in accordance with the Agreement.

3. Service Level Agreement

1. General

- 1.1. The remedies set out in this Service Level Agreement shall be Customer's sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise.
- 1.2. The maximum cumulative liability of Equine Register under this Service Level Agreement in any calendar month shall be no more than 100% of the monthly recurring charge payable by Customer for the affected Service(s).

2. Service Availability

- 2.1. The Service is available 24 hours a day, 7 days a week, excluding the following periods:
 - a) during Permitted Downtime; or
 - b) during periods of non-availability due to acts or omissions of either Customer or a third-party providing services to Customer independently of Equine Register; or
 - c) during any period of suspension of service by Equine Register in accordance with the terms of the Agreement; or
 - d) where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or
 - e) where Customer has not configured the Service in accordance with any relevant documentation provided to Customer under the terms of the Agreement.
- 2.2. ER will notify Customer of any non-availability within two hours of the period of non-availability being detected by Equine Register.
- 2.3. If in any calendar month, Equine Register deems that Service Availability is below 99%, Customer will receive a Service Credit for the following percentage credit:

Percentage Service Availability per calendar month	Percentage credit of monthly charge for Failure to Meet Target
>=95%	10%
>94.99% to 90%	15%
>90%	25%

4. Technical Support and Fault Response

1. Equine Register will, between 10am to 4pm, Monday to Friday excluding UK Bank Holidays:
 - 1.1. Provide technical support to authorised representative of Customer for problems with the Service
 - 1.2. Liaise with authorised representative of Customer to resolve such problems
 - 1.3. Additional support hours can be provided and may be subject to an additional cost
2. Whenever Customer raises a problem, fault or request for service information with ER, its priority level is determined and is responded to as defined in the table below:

Priority Level	Definition	Response Target	Percentage Credit of Monthly Charge for Failure to Meet Target
Severity 1	Loss of Service	95% of calls responded to within 2 hours	15%
Severity 2	Partial loss of Service or Service impairment	85% of calls responded to within 4 hours	10%
Severity 3	Potentially Service affecting or non-Service affecting information request	75% of calls responded to within 8 hours	5%

3. Faults originating from Customer's actions or requiring the actions of service providers under the control of Customer, are beyond the control of ER and as such are specifically excluded from this Service Level.

5. Service Resilience

1. General

- 1.1. Equine Register's general strategy is to provide Services using high availability infrastructure where available, including synchronised back up of data to secondary database instances.
- 1.2. Equine Register will host all components of the Services in cloud environments. Equine Register's preferred provider of cloud environments is AWS, backed by AWS' service level agreements.

2. Data backup and restore

- 2.1 Equine Register will design architecture so that all components are self-replicating using High Availability Zones in the event of a disaster event. Equine Register will design all components to automatically failover in the event of a disaster to EC2 instances hosted in a different AWS Availability Zone. In addition the use of AWS Elastic Load Balancers will ensure high availability of services. Equine Register will synchronously back up data automatically using multi-availability zones to ensure live replication of data. The risk of data loss will be mitigated against by the use of AWS RDS Multi-AZ architecture to ensure data is synchronously backed up to a backup database. In the event that a backup server fails before the primary server is recovered, we will use Point In Time Restore (PITR) to restore a copy from recent past (no longer than 1 day old). Equine Register will provide assurance of DR processes by running a disaster recovery plan every six months.

3. Disaster recovery

In the unlikely event of a disaster event happening, Equine Register will:

- 3.1 Communicate regularly with Customer. Communications will be governed by the Technical Support and Fault Response target defined in Schedule 4 above.
- 3.2 Recover the service. In the event that a disaster event occurs which renders the service unavailable from the primary availability zone, the service will automatically failover to the backup Availability Zone as described throughout this Schedule, with loss of data minimised to transactions which are open. The architecture of the service will process this failover automatically with a recovery time objective (RTO) of minutes. In the event that Equine Register needs to manually create a new instance in a new availability zone, the RTO will be around 4 hours.
- 3.3 Understand reasons for disaster event by creating a post-event root cause analysis and report to Equine Register and Customer.

6. Professional Services

1. General

- 1.1 Equine Register is able to provide professional services to Customer in the following instances.
- 1.2 All Professional Services will be subject to a Statement of Work agreed with Customer.
- 1.3 All Statements of Work will be priced according to Equine Register's Rate Card.

2. On-boarding

Equine Register will provide on-boarding services in the following cases. The need to provide on-boarding services will vary according to the Service in question:

- 2.1 On-boarding Customer's authorised Users.
- 2.2 On-boarding Customer's data

3. Off-boarding

At end of contract, Equine Register will provide off-boarding services in the following cases. The need to provide off-boarding services will vary according to the Service in question:

- 3.1 Off-boarding Customer's authorised Users.
- 3.2 Off-boarding Customer's data in either CSV or XML format.

4. Implementation

Equine Register will provide implementation, configuration and customisation services to the Services in line with Customer's agreement.