

FISCAL TECHNOLOGIES LTD

SUPPLEMENTAL TERMS

G-Cloud 15 Framework Agreement

Framework Reference: RM1557.15

Lot 2b: Software as a Service (SaaS)

Version: 1.9

January 2026

TABLE OF CONTENTS

PART 1: ACCEPTABLE USE POLICY

PART 2: DATA PROCESSING AGREEMENT

Part A: Standard Data Processing Terms

Part B: AI-Specific Processing Terms

PART 3: LICENCE TERMS

PART 4: SERVICE LEVEL AGREEMENT

These Supplier Terms are subject to and governed by the G-Cloud 15 Framework Agreement (RM1557.15). In the event of any conflict, the Framework Agreement prevails.

PART 1: ACCEPTABLE USE POLICY

1. INTRODUCTION

1.1 This Acceptable Use Policy sets out the permitted and prohibited uses of FISCAL's Software Service when procured under the G-Cloud 15 Framework Agreement (RM1557.15).

1.2 This Policy forms part of the Supplier Standard Terms and is subject to the G-Cloud 15 Framework Agreement, which takes precedence in the event of any conflict.

1.3 Capitalised terms used in this Policy have the meanings given in the G-Cloud 15 Framework Agreement unless otherwise defined herein.

2. SCOPE OF PERMITTED USE

2.1 The Customer's use of the Software Service shall be restricted to the provided user interface. Use of the Software Service is limited to access through the standard user interface provided by FISCAL via the website. Customers may not attempt to access the Software Service through any other means.

2.2 Access is restricted to Named Users specifically authorised by the Customer up to the limits specified in the applicable Order Form.

2.3 Where the Order Form specifies annual or monthly transaction limits, usage must remain within these limits unless additional capacity has been purchased.

2.4 The Software Service is licensed for the Customer's internal business purposes and may not be used to provide services to third parties without FISCAL's prior written consent.

3. RESTRICTIONS ON USE

3.1 The Customer shall not, and shall ensure that Named Users do not:

- a) reverse engineer, decompile or disassemble the Software Service or any component thereof;

- b) copy, modify, adapt or create derivative works from the Software Service except as expressly permitted;

- c) circumvent technical limitations, bypass, disable or circumvent any usage restrictions, security features or technical protections;

- d) access or use undocumented features not documented in the official user documentation;

- e) sublicense, rent, lease or transfer access to the Software Service to third parties;

f) remove, obscure or alter any copyright notices, trademarks or other proprietary rights notices;

g) use the Software Service in excess of any quantitative limits specified in the Order Form without prior authorisation and payment.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall at all times:

a) cooperate with FISCAL in all matters relating to the Software Service and provide FISCAL with such information, assistance and access as FISCAL reasonably requires;

b) ensure that all usernames, passwords and access credentials are kept secure and confidential;

c) immediately notify FISCAL upon becoming aware of any unauthorised use of the Software Service or any breach of security;

d) use reasonable endeavours to prevent unauthorised access to, or use of, the Software Service;

e) ensure that all Named Users comply with this Policy and the terms of the Call-Off Contract;

f) maintain adequate and compatible internet connections and telecommunications links to access the Software Service;

g) ensure that Customer systems meet the minimum technical requirements specified by FISCAL.

4.2 The Customer shall notify FISCAL as soon as reasonably practicable upon becoming aware that any non-transactional limit specified in the Order Form (for example, Named Users, business units) will be or has been exceeded.

5. PROHIBITED USES

5.1 The Customer shall not use the Software Service:

a) in any way that violates applicable laws, regulations or rights of third parties;

b) to store, transmit or process malicious software, viruses, worms, trojans or other harmful code, or content that is defamatory, obscene, offensive or harassing;

c) in any manner that impairs or disrupts the Software Service or servers/networks connected to it, places unreasonable load on FISCAL's infrastructure, or interferes with other customers' use;

d) to probe, scan or test vulnerabilities in the Software Service, breach or circumvent authentication or security measures, or attempt to gain unauthorised access to any systems or data;

e) to benchmark the Software Service against competitive products or to develop competitive products;

f) to export, re-export or transfer the Software Service in violation of applicable export control laws and regulations.

6. EXPORT CONTROL AND COMPLIANCE

6.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Call-Off Contract (or any product, including software, incorporating such data) in breach of any applicable laws or regulations.

6.2 The Customer shall comply with all FISCAL policies made available to the Customer relating to acceptable use, security and data protection, and ensure Named Users comply with such policies.

7. SERVICE LIMITATIONS

7.1 FISCAL shall not be responsible for failures to provide the Software Service that arise from misuse of the Software Service by the Customer or Named Users, use of the Software Service otherwise than in accordance with this Policy, user documentation or FISCAL's instructions, damage to or failure of the Software Service due to the Customer's negligence or unauthorised modifications, faults in the Customer's systems, networks or infrastructure, or failures of internet service providers or other telecommunications links.

7.2 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Software Service or any component thereof.

8. RELATIONSHIP TO FRAMEWORK AGREEMENT

8.1 This Policy is subject to and governed by the G-Cloud 15 Framework Agreement (RM1557.15).

8.2 In the event of any conflict between this Policy and the Framework Agreement, the Framework Agreement shall prevail.

8.3 Nothing in this Policy shall operate to exclude, limit or modify any rights or obligations under the Framework Agreement.

PART 2: DATA PROCESSING AGREEMENT

PART A: STANDARD DATA PROCESSING TERMS

1. INTRODUCTION AND COMPLIANCE

1.1 This Data Processing Agreement sets out the terms on which FISCAL processes Personal Data on behalf of the Customer when providing the Software Service under the G-Cloud 15 Framework Agreement (RM1557.15).

1.2 This Agreement forms part of the Supplier Standard Terms and is subject to the G-Cloud 15 Framework Agreement and Joint Schedule 10 (Processing Data), which take precedence in the event of any conflict.

1.3 Both parties shall, at all times, comply with all applicable requirements of the Data Protection Laws.

1.4 Each party shall bear its own costs in relation to compliance with Data Protection Laws, except that FISCAL reserves the right to charge the Customer for costs incurred in complying with specific Customer requests beyond FISCAL's standard obligations.

2. DEFINITIONS

2.1 Data Protection Laws means:

a) The UK General Data Protection Regulation (UK GDPR) as defined by the Data Protection Act 2018;

b) The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (EU GDPR), together with any national implementing laws, regulations and secondary legislation;

c) The Data Protection Act 2018;

d) Any replacement, amendment, re-enactment or consolidation of the above.

2.2 Personal Data, Data Subject, Processing, Processor, Controller, and Special Category Data have the meanings given in Data Protection Laws.

2.3 The Customer is the Data Controller and FISCAL is the Data Processor in respect of Personal Data processed under this Agreement.

3. PROCESSING DETAILS

3.1 Subject Matter: The processing relates to the provision of the Software Service as specified in the Call-Off Contract.

3.2 Duration: FISCAL shall process Personal Data for the duration of the Call-Off Contract and for such additional period as may be required for data retention, backup, archival or legal compliance purposes, until deletion in accordance with Clause 12.

3.3 Nature and Purpose: The processing enables the Customer to use the Software Service for its business purposes, including hosting and storage of Customer Data, processing of transactions, provision of Support Services, and improvement and maintenance of the Software Service.

3.4 Types of Data Subjects: Suppliers or prospective suppliers, employees, customers of the Customer, contractors, and any other individuals whose data the Customer inputs into the Software Service.

3.5 Categories of Personal Data: Contact information, business information, transaction data, financial information, employment data, communication data, and system data (IP addresses, login credentials, usage logs).

4. SPECIAL CATEGORY DATA

4.1 No Special Category Data (as defined in UK GDPR Article 9) shall be processed by FISCAL through the Software Service unless the Customer has obtained FISCAL's prior written consent, appropriate additional safeguards have been agreed in writing, and a lawful basis exists under Data Protection Laws.

4.2 The Customer warrants to FISCAL that it shall not input any Special Category Data into the Software Service without FISCAL's prior written consent and the agreement of appropriate safeguards.

5. DATA PROCESSOR OBLIGATIONS

5.1 FISCAL shall, in relation to any Personal Data processed under this Agreement:

a) process Personal Data only on documented instructions from the Customer, unless required to do so by applicable law;

b) inform the Customer if, in FISCAL's opinion, an instruction infringes Data Protection Laws;

c) ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

d) implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

e) engage Sub-Processors only in accordance with Clause 9;

f) assist the Customer in responding to Data Subject requests and ensuring compliance with Data Protection Laws;

g) delete or return all Personal Data to the Customer after the end of provision of the Software Service in accordance with Clause 12;

h) make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow for and contribute to audits.

6. SECURITY MEASURES

6.1 FISCAL shall implement appropriate technical and organisational measures to protect Personal Data, including:

a) encryption of Personal Data in transit and at rest using industry-standard encryption protocols;

b) role-based access controls ensuring that only authorised personnel can access Personal Data;

c) multi-factor authentication for administrative access;

d) logging and monitoring of access to Personal Data;

e) firewalls, intrusion detection/prevention systems and network segmentation;

f) physical security controls at data centre facilities;

g) regular backups and tested disaster recovery procedures;

h) regular vulnerability assessments and penetration testing;

i) documented security incident response procedures;

j) background checks on personnel with access to Personal Data;

k) regular security awareness training for personnel.

6.2 FISCAL maintains ISO 27001 certification for its information security management system.

7. DATA TRANSFERS

7.1 FISCAL shall not transfer Personal Data outside of the United Kingdom or European Economic Area (EEA) without the Customer's prior written consent.

7.2 Personal Data is hosted and processed within UK and/or EEA data centres operated by Microsoft Azure.

7.3 If international transfers are required and authorised, FISCAL shall ensure appropriate safeguards are in place in accordance with Data Protection Laws.

8. DATA SUBJECT RIGHTS

8.1 If a Data Subject contacts FISCAL directly with a request to access, amend, restrict, object to processing, or delete their Personal Data, FISCAL shall promptly notify the Customer and shall not respond to the Data Subject except on the Customer's documented instructions or as required by law.

8.2 FISCAL shall provide reasonable assistance to enable the Customer to respond to Data Subject requests, including providing access to relevant Personal Data, facilitating correction, deletion or restriction of processing, and providing Personal Data in a structured, commonly used and machine-readable format where technically feasible.

9. SUB-PROCESSORS

9.1 The Customer provides general authorisation for FISCAL to engage Sub-Processors to process Personal Data, subject to the conditions in this Clause.

9.2 Current Sub-Processors include Microsoft Azure for cloud infrastructure and hosting services (UK/EEA data centres), AI Sub-Processors for AI-assisted processing capabilities, and courier, customer service, fulfilment centre, payment processing and similar service providers as necessary for business operations.

9.3 FISCAL shall ensure that Sub-Processors are subject to written agreements imposing data protection obligations substantially equivalent to those in this Agreement, and FISCAL shall remain fully liable to the Customer for the performance of Sub-Processor obligations.

9.4 FISCAL shall provide the Customer with at least 30 days' prior written notice of any intended changes concerning the addition or replacement of Sub-Processors. The Customer may object to a new or replacement Sub-Processor on reasonable data protection grounds by notifying FISCAL within 14 days of receiving notice.

10. PERSONAL DATA BREACH NOTIFICATION

10.1 If FISCAL becomes aware of or reasonably suspects that a Personal Data breach has occurred, FISCAL shall notify the Customer without undue delay and in any event within 24 hours of becoming aware.

10.2 FISCAL shall provide the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the breach under Data Protection Laws, including description of the nature of the breach, categories and approximate number of Data Subjects and Personal Data records affected, likely consequences, and measures taken or proposed to address the breach.

10.3 FISCAL shall not make any public statement concerning a Personal Data breach without the prior written consent of the Customer, except as required by law.

11. RECORDS AND AUDIT RIGHTS

11.1 FISCAL shall maintain complete and accurate records to demonstrate FISCAL's compliance with this Agreement and Data Protection Laws, including categories of processing activities, details of Sub-Processors, security measures implemented, and Personal Data breach records.

11.2 The Customer may, upon reasonable notice and during business hours, request information from FISCAL to demonstrate compliance, inspect relevant documentation, systems and facilities (subject to reasonable confidentiality and security requirements), and appoint a qualified third-party auditor to conduct audits on the Customer's behalf.

11.3 Audits shall not unreasonably interfere with FISCAL's business operations. The Customer shall bear the costs of audits unless non-compliance is identified. Audits shall be conducted no more than once per year unless required by a supervisory authority or in response to a Personal Data breach.

11.4 FISCAL may provide evidence of compliance through ISO 27001 certification documentation, third-party audit reports, or Sub-Processor certifications and audit rights.

12. RETURN AND DELETION OF PERSONAL DATA

12.1 FISCAL shall promptly and securely delete all Personal Data (at no cost to the Customer) upon the Customer's written request at any time, within 30 days following termination or expiry of the Call-Off Contract, or after any agreed retention period has expired.

12.2 This obligation does not apply to the extent FISCAL is required by applicable laws to retain Personal Data, in which case FISCAL shall inform the Customer of the legal requirement, continue to protect the Personal Data in accordance with this Agreement, and delete the Personal Data once the legal requirement no longer applies.

12.3 Prior to deletion, the Customer may request return of Personal Data in a structured, commonly used and machine-readable format.

12.4 Upon request, FISCAL shall provide written certification that Personal Data has been deleted.

13. CUSTOMER UNDERTAKINGS

13.1 The Customer undertakes to ensure that it has all necessary legal bases, consents and notices in place to allow FISCAL to process Personal Data in accordance with this Agreement, that Personal Data provided to FISCAL is accurate, complete and not excessive, that it can demonstrate compliance with Data Subject rights obligations, that it maintains compliance with Data Protection Laws throughout the duration of processing, and that all instructions given to FISCAL regarding processing are lawful and compliant with Data Protection Laws.

14. HISTORICAL DATA RETENTION

14.1 FISCAL shall retain historical Customer Data within the Software Service for a period of three (3) years from the date of data entry or last modification.

14.2 Retention of Customer Data beyond the three-year period is available upon request and may be subject to price tiering adjustment.

PART B: AI-SPECIFIC PROCESSING TERMS

15. AI PROCESSING SCOPE

15.1 This Part B applies when FISCAL uses artificial intelligence or machine learning capabilities (AI Capabilities) to process Customer Data in the 'supplier communications' optional add-ons to the core software platform.

15.2 This Part B supplements Part A and prevails over any conflicting terms in Part A solely in respect of processing Customer Data through AI Capabilities.

15.3 This Part B does not amend or override commercial, financial, termination, liability or non-AI-related data protection provisions.

16. AI SUB-PROCESSORS

16.1 The Customer authorises FISCAL to engage AI Sub-Processors to deliver AI Capabilities. FISCAL shall notify the Customer of current AI Sub-Processors on request and in accordance with clause 16.3.

16.2 AI Sub-Processors shall process Customer Data only within the United Kingdom and/or European Economic Area unless otherwise agreed in writing.

16.3 FISCAL shall provide 30 days' notice of any intended changes to AI Sub-Processors. The Customer may object on reasonable data protection grounds. If unresolved, the Customer may terminate AI-enabled services without penalty while continuing other services.

17. AI-SPECIFIC DATA USE COMMITMENTS

17.1 No Training on Customer Data: Neither FISCAL nor AI Sub-Processors shall use Customer Data to train, improve or develop AI models. Customer Data processed via AI Capabilities is used solely to generate outputs for the Customer's use.

17.2 FISCAL shall only engage AI Sub-Processors that operate under equivalent "no training" policies whereby customer data is not used to train, retrain or improve foundation models.

17.3 Special Category Data in AI Context: The Customer acknowledges that data processed via AI Capabilities (particularly emails and documents) may incidentally contain Special Category Data. Where AI processing of communications data is enabled, the Customer accepts responsibility for ensuring lawful basis exists for such processing, implements appropriate safeguards, and informs relevant Data Subjects as required by Data Protection Laws.

17.4 FISCAL shall not intentionally process Special Category Data through AI Capabilities without the Customer's explicit authorisation and appropriate safeguards.

17.5 All Customer Data and AI-generated outputs remain the Customer's Confidential Information.

17.6 Nothing in this Part B alters the respective roles of the parties under Data Protection Laws.

18. HUMAN OVERSIGHT AND LIMITATIONS

18.1 AI-generated outputs are advisory only. The Customer retains full decision-making authority over actions taken based on AI outputs.

18.2 FISCAL does not guarantee the accuracy of AI outputs. AI outputs are probabilistic in nature and must be validated by the Customer before use in consequential decisions.

18.3 FISCAL does not make automated decisions with legal or similarly significant effects on individuals without human review.

18.4 The Customer is responsible for reviewing AI outputs before relying on them, ensuring appropriate human oversight of AI-assisted processes, validating AI outputs against source data and business rules, and making final decisions based on business judgment, not solely on AI outputs.

19. PROHIBITED AI USES

19.1 The Customer shall not use AI Capabilities for creditworthiness assessment of individuals in ways that would constitute solely automated decision-making with legal or significant effects, making employment decisions without appropriate human review, real-time remote biometric identification systems in publicly accessible spaces, social scoring of individuals by public authorities or on their behalf, emotion recognition for profiling in employment, education or law enforcement contexts, or prohibited purposes under applicable AI regulations including the EU Artificial Intelligence Act.

20. AI COMPLIANCE AND RISK CLASSIFICATION

20.1 FISCAL's intended use of AI Capabilities and the functionality provided to the Customer are currently assessed as Limited Risk AI Systems under the EU Artificial Intelligence Act (Article 52).

20.2 As a Limited Risk AI System, FISCAL shall inform the Customer when AI Capabilities are being used, provide information about the nature and limitations of AI processing, and enable the Customer to fulfill its own transparency obligations to end users.

20.3 FISCAL maintains ISO 27001 certification for information security management and appropriate security measures for AI processing aligned with industry standards.

20.4 FISCAL shall monitor regulatory developments affecting AI systems and inform the Customer of material changes to risk classification or compliance obligations.

21. TERM AND TERMINATION OF AI PROCESSING

21.1 This Part B remains in force for the duration of the Call-Off Contract or until AI-enabled services are terminated by either party.

21.2 Either party may terminate AI-enabled services by providing 30 days' written notice while continuing other services under the Call-Off Contract.

21.3 Upon termination of AI-enabled services, Customer Data processed via AI Capabilities shall be handled in accordance with Clause 12, the Customer may request deletion of all AI processing history, and FISCAL shall provide confirmation of deletion upon request.

PART 3: LICENCE TERMS

1. INTRODUCTION

1.1 These Licence Terms set out the licence granted by FISCAL to the Customer for use of the Software Service when procured under the G-Cloud 15 Framework Agreement (RM1557.15).

1.2 These Licence Terms form part of the Supplier Service Specific Terms and are subject to the G-Cloud 15 Framework Agreement, which takes precedence in the event of any conflict.

2. OWNERSHIP AND PROPRIETARY RIGHTS

2.1 The Customer acknowledges that FISCAL is the legal and beneficial owner or authorised licensor of all Intellectual Property Rights in the Software Service and all components thereof, the underlying software, code, architecture and design, the user interface, look and feel, and visual presentation, Documentation, training materials and methodologies, and enhancements, updates and modifications to the Software Service.

2.2 All such Intellectual Property Rights shall remain vested in FISCAL or its licensors. The Customer obtains no ownership rights in the Software Service or any component thereof.

2.3 The Software Service may incorporate or be provided with third-party software components, open source software or commercial software licensed from third parties. Such third-party software is licensed directly to the Customer under the applicable third-party licence terms and made available for the Customer's use as part of the Software Service.

2.4 The Customer shall comply with all applicable third-party licence terms.

3. GRANT OF SUBSCRIPTION LICENCE

3.1 In consideration of the fees paid by the Customer under the Call-Off Contract, FISCAL grants to the Customer a non-exclusive, non-transferable subscription licence to access and use the Software Service:

- a) via the web interface through the standard user interface accessible via web browser at the designated URL;

- b) for the term specified in the Call-Off Contract;

- c) up to the usage limits specified in the Call-Off Contract, including number of Named Users, transaction volumes, number of business units or entities, storage capacity, and any other quantitative limits specified;

- d) for the Customer's internal business purposes in accordance with the Call-Off Contract.

3.2 The licence is not exclusive, is non-transferable (except to the Customer's Affiliates as may be permitted in the Call-Off Contract or in connection with a permitted transfer under the Framework Agreement), requires active subscription and continues only while the Customer's subscription is current and fees are paid, may be suspended in accordance with the Acceptable Use Policy or Framework Agreement, and automatically terminates upon expiry or termination of the Call-Off Contract.

4. CUSTOMER GRANTS TO FISCAL

4.1 The Customer grants FISCAL the right to process, host, store and reproduce Customer Data within FISCAL's systems for the purposes of providing the Software Service, enabling the Customer's use of the Software Service, performing backup and disaster recovery, and complying with legal obligations.

4.2 The Customer grants FISCAL permission to analyse Customer Data, either manually or automatically, to correct or improve the operation and/or performance of the Software Service, develop new features or functionality, identify and resolve errors, bugs or performance issues, and generate aggregated, anonymised analytics and insights.

4.3 The analysis rights do not permit FISCAL to use Customer Data to train AI models (see Part 2B), do not permit disclosure of non-anonymised Customer Data to third parties except as required to provide the Software Service or comply with law, are subject to confidentiality obligations in the Framework Agreement, and are exercised in accordance with the Data Processing Agreement.

4.4 Nothing in this Clause transfers ownership of Customer Data or the Customer's Intellectual Property Rights to FISCAL. The Customer retains all rights, title and interest in Customer Data.

5. RESTRICTIONS ON USE

5.1 The Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software Service, attempt to decrypt any encrypted components, or analyse the Software Service to discover underlying algorithms, methods or techniques.

5.2 For the avoidance of doubt, the Customer has no right to access the software code of the Software Service, including object code, intermediate code, source code, database schemas, API specifications not documented for customer use, or configuration files or system internals.

5.3 The Customer shall not modify, adapt, translate or create derivative works based on the Software Service, merge the Software Service with other software or create combined works, or extract or reuse any portions of the Software Service in other applications, except that the Customer may configure the Software Service using documented configuration options and may integrate with the Software Service using documented APIs provided for customer use.

5.4 The Customer shall not rent, lease, lend or sublicense access to the Software Service, use the Software Service to provide services to third parties (service bureau use), make the Software Service available on a timeshare or outsourcing basis, or use the Software Service to process data on behalf of third parties, except that the Customer may use the Software Service to process data for its Affiliates if permitted under the Call-Off Contract.

5.5 The Customer shall not remove, obscure, alter or tamper with any copyright notices, trademark notices, patent notices, other proprietary rights notices, disclaimers or warranty limitations.

5.6 The Customer shall not bypass, disable or circumvent any access controls, usage restrictions or technical protection measures, attempt to exceed licensed usage limits through technical means, or use automated tools to scrape or mass-extract data beyond normal operational use.

6. USAGE LIMITS AND OVERAGE

6.1 The Customer shall ensure that actual use of the Software Service does not exceed the limits specified in the Call-Off Contract, including limits on Named Users, Transactions, Business Units, Storage, API Calls, and any other quantitative restrictions.

6.2 The Customer shall monitor usage to ensure compliance with limits, implement internal controls to prevent unauthorised usage, and notify FISCAL promptly if limits will be or have been exceeded.

6.3 FISCAL shall provide usage reporting tools to enable the Customer to monitor consumption and notify the Customer if usage approaches or exceeds agreed limits.

6.4 Where usage exceeds agreed limits, overage fees shall be charged in accordance with the pricing schedule in the Call-Off Contract, the Customer may request a licence upgrade to accommodate higher usage levels, the Customer may reduce usage to within agreed limits, or FISCAL may suspend access if excessive overage threatens system stability or fairness to other customers, subject to the Framework Agreement's suspension provisions.

7. UPDATES AND RELEASES

7.1 The licence includes access to Software Updates (bug fixes, security patches and minor improvements), New Releases (major version upgrades and new feature releases), and Documentation Updates (updated user guides and technical documentation).

7.2 FISCAL provides the Software Service as a cloud-based service with a single production version. Updates are applied to all customers. The Customer cannot opt out of updates or maintain older versions. FISCAL may implement updates at any time, subject to change management procedures in the Service Level Agreement.

7.3 FISCAL shall provide reasonable notice of significant updates in accordance with the Service Level Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in the Software Service (software, code, algorithms, methods), the visual presentation and user interface, Documentation, training materials and methodologies, trade names, trademarks, logos and branding, enhancements, derivatives and improvements, and aggregated, anonymised insights derived from Customer Data remain the property of FISCAL or its licensors.

8.2 Except for the express subscription licence granted in Clause 3, no licence, right, title or interest in FISCAL's Intellectual Property Rights is granted to the Customer.

8.3 The Customer retains all Intellectual Property Rights in Customer Data, the Customer's business processes, workflows and methodologies, the Customer's trademarks, trade names and branding, and any Customer-created content, configurations or customisations within permitted parameters.

8.4 FISCAL obtains only the limited rights to Customer Data specified in Clause 4 and the Data Processing Agreement.

8.5 Any new Intellectual Property created by FISCAL in the course of providing the Software Service (including features, enhancements, methodologies) shall be owned by FISCAL. If the Call-Off Contract includes bespoke development or customisation (subject to agreement and additional fees), ownership shall be addressed in a separate statement of work with default being that FISCAL retains ownership but grants the Customer a licence to use, unless the parties agree alternative arrangements.

9. DELIVERY AND ACCEPTANCE

9.1 FISCAL shall provide the Customer with access credentials for initial administrator account(s), URL for accessing the Software Service, initial user documentation, and onboarding assistance as specified in the Call-Off Contract.

9.2 Access shall be provided within the timeframe specified in the Call-Off Contract or, if not specified, within 10 business days of the Call-Off Contract Start Date.

9.3 The Software Service is provided on an "as available" basis as a cloud service. If the Call-Off Contract includes an acceptance testing period, the Customer shall have the specified period to test and may reject only if it fails to materially conform to the specification. If not rejected within the acceptance period, the Software Service shall be deemed accepted.

9.4 If the Call-Off Contract does not specify an acceptance testing period, the Software Service is deemed accepted upon provision of access credentials.

10. LICENCE TERM AND TERMINATION

10.1 The licence continues for the Call-Off Contract Period as specified in the Order Form, subject to payment of fees when due, compliance with the Call-Off Contract terms, and non-occurrence of termination events.

10.2 The licence automatically terminates on expiry at the end of the Call-Off Contract Period unless renewed, upon termination of the Call-Off Contract for any reason, or temporarily during any suspension period (with access restored upon resolution).

10.3 Upon termination or expiry of the licence, the Customer's right to access and use the Software Service immediately ceases, Customer Data shall be handled in accordance with the Data Processing Agreement, and fees paid are non-refundable except as may be specified in the Framework Agreement.

11. WARRANTY

11.1 FISCAL warrants that the Software Service will materially conform to the specification set out in the Call-Off Contract and FISCAL's published documentation.

11.2 If the Software Service fails to materially conform, the Customer shall notify FISCAL in writing with reasonable detail of the non-conformance, FISCAL shall use commercially reasonable efforts to correct the non-conformance, and if FISCAL is unable to correct the non-conformance within a reasonable time, the Customer's remedy is as provided in the Framework Agreement.

11.3 The warranty does not apply to failures caused by misuse, modification or damage by the Customer, use of the Software Service with incompatible systems contrary to FISCAL's specifications, failures caused by the Customer's internet connectivity or infrastructure, or features designated as beta, preview or trial.

11.4 Warranties are subject to the General Terms of the Framework Agreement, which govern warranty limitations, disclaimers and remedies.

12. EXPORT CONTROLS

12.1 The Customer acknowledges that the Software Service and related technical data may be subject to export control laws and regulations.

12.2 The Customer shall comply with all applicable export control laws and shall not export, re-export or transfer the Software Service to prohibited destinations, allow access by prohibited persons or entities, or use the Software Service for prohibited purposes.

12.3 The Customer represents that it is not located in, under the control of, or a national or resident of any prohibited country or on any prohibited party list.

13. RELATIONSHIP TO FRAMEWORK AGREEMENT

13.1 These Licence Terms are subject to and governed by the G-Cloud 15 Framework Agreement (RM1557.15).

13.2 In the event of any conflict between these Licence Terms and the Framework Agreement, the Framework Agreement shall prevail.

13.3 Nothing in these Licence Terms shall operate to exclude, limit or modify any rights or obligations under the Framework Agreement.

PART 4: SERVICE LEVEL AGREEMENT

1. INTRODUCTION

1.1 This Service Level Agreement sets out the service levels and support commitments for FISCAL's Software Service when procured under the G-Cloud 15 Framework Agreement (RM1557.15).

1.2 This Agreement forms part of the Supplier Service Specific Terms and is subject to the G-Cloud 15 Framework Agreement, which takes precedence in the event of any conflict.

2. SERVICE DESCRIPTION

2.1 FISCAL provides a cloud-based Software-as-a-Service solution delivered via web browser access to FISCAL's hosted platform.

2.2 Service Components include the core application accessible via the web interface, data hosting (secure hosting and storage of Customer Data), transaction processing, user access (authentication and access management for Named Users), and Support Services as specified in this Agreement.

3. SERVICE AVAILABILITY

3.1 FISCAL shall use commercially reasonable efforts to maintain the Software Service with 99.5% availability per calendar month, measured as: $((\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month}) \times 100$.

3.2 Service availability excludes scheduled maintenance windows (FISCAL may schedule maintenance during off-peak hours with at least 48 hours' advance notice, normally not exceeding 4 hours per month, typically occurring outside Standard Support Hours) and emergency maintenance (FISCAL may perform emergency maintenance without advance notice where necessary to protect security or integrity, prevent data loss, or address critical security vulnerabilities).

3.3 Downtime shall not include periods where the Software Service is unavailable due to circumstances beyond FISCAL's reasonable control, failures in the Customer's systems, networks, internet connectivity or infrastructure, failures of third-party internet service providers or telecommunications networks, unavailability caused by Customer misuse or failure to follow documented procedures or implement recommended updates, suspension required to prevent or respond to security incidents, or availability of features designated as beta, preview or trial.

4. SUPPORT SERVICES

4.1 FISCAL shall provide technical support services to assist the Customer with questions about Software Service functionality, resolution of errors or defects, assistance with configuration and use, investigation of performance issues, and guidance on best practices.

4.2 Support is available through an online ticketing system accessible via the Software Service, email at support@fiscaltec.com, and telephone during Standard Support Hours.

4.3 Standard Support Hours are 8:30am to 5:30pm UK time, Monday to Friday, excluding Bank Holidays in England, Christmas Day (25 December), Boxing Day (26 December), and New Year's Day (1 January).

5. SUPPORT RESPONSE TIMES

5.1 Issue Priority Definitions:

Priority 1 - Critical: Software Service is completely unavailable to all users, critical business functionality is unavailable with no workaround, data loss or corruption affecting multiple users, or security breach or vulnerability requiring immediate attention.

Priority 2 - High: Significant functionality is impaired for multiple users, workaround exists but significantly impacts efficiency, or single user or small group cannot access the Software Service.

Priority 3 - Medium: Minor functionality impaired, workaround available, general questions about features or configuration, or performance degradation not affecting core functionality.

Priority 4 - Low: Cosmetic issues, documentation clarification, feature enhancement requests, or general inquiries.

5.2 Response Time Commitments (business hours = Standard Support Hours):

Priority 1: Initial response within 1 business hour

Priority 2: Initial response within 2 business hours

Priority 3: Initial response within 4 business hours

Priority 4: Initial response within 1 business day

5.3 Escalation Procedure: Level 1 - Support Analyst (initial contact), Level 2 - Senior Support Engineer (escalation after 24 hours for P1/P2), Level 3 - Support Manager (escalation after 48 hours for P1, 5 days for P2), Level 4 - Head of Customer Success (escalation if no resolution path identified). The Customer may request escalation at any time by contacting the Support Manager.

6. SOFTWARE SERVICE UPDATES

6.1 FISCAL may change, modify or update the Software Service at any time during the term of the Call-Off Contract.

6.2 FISCAL shall not materially diminish the functionality or performance of the Software Service through updates or changes.

6.3 For changes that materially affect the Customer's use of the Software Service, FISCAL shall provide advance notice of at least 30 days where reasonably practicable and document significant changes in release notes.

6.4 FISCAL may implement security patches, compliance updates or bug fixes without advance notice where necessary to address security vulnerabilities, maintain regulatory compliance, or resolve critical defects.

6.5 FISCAL may introduce new features and enhancements to the Software Service. New features shall be made available to all customers within the applicable service tier. The Customer is not obligated to use new features unless they replace existing core functionality.

7. DATA RETENTION AND BACKUP

7.1 FISCAL shall retain historical Customer Data within the Software Service for a period of three (3) years from the date of data entry or last modification.

7.2 Retention of Customer Data beyond the three-year period may be available upon request and may be subject to additional fees.

7.3 FISCAL shall perform regular automated backups of all Customer Data, maintain backup copies in geographically separate locations from primary data, test backup restoration procedures periodically to ensure recoverability, and retain backups in accordance with FISCAL's backup retention policy (minimum 30 days).

7.4 The Customer acknowledges that FISCAL's backups are for disaster recovery and business continuity purposes, the Customer remains responsible for maintaining independent backups of critical data, and FISCAL's ability to restore specific data points or historical versions may be limited by backup retention windows.

8. PERFORMANCE AND CAPACITY

8.1 FISCAL shall use commercially reasonable efforts to ensure that the Software Service responds to user interactions within reasonable timeframes under normal load conditions, processes transactions in a timely manner, and scales to accommodate the Customer's usage within agreed capacity limits.

8.2 FISCAL shall monitor system capacity and performance, implement capacity upgrades as needed to maintain service levels, and notify the Customer if usage patterns may require additional capacity or configuration changes.

8.3 Where the Call-Off Contract specifies transaction volume limits, the Customer shall monitor its usage to remain within limits, FISCAL shall provide usage reporting to enable monitoring, the Customer may request capacity increases in accordance with the pricing schedule, and temporary overages may be subject to overage fees as specified in the pricing.

9. INCIDENT MANAGEMENT

9.1 FISCAL shall monitor the Software Service for availability and performance issues, implement automated alerting for critical system events, and investigate and respond to incidents affecting service availability or performance.

9.2 Upon detection or notification of an incident, FISCAL shall acknowledge by logging the incident and assigning appropriate priority, investigate to determine root cause and impact, communicate by notifying affected customers of significant incidents via email or in-application notices, resolve by implementing fixes or workarounds to restore service, and review by conducting a post-incident review for Priority 1 incidents.

9.3 For Priority 1 incidents affecting multiple customers, FISCAL shall post status updates, provide notifications during the incident, provide updates at least every 2 hours until service is restored, and provide a summary after resolution.

10. REPORTING

10.1 FISCAL shall provide the Customer with access to usage reports (transaction volumes, user activity, storage consumption), availability reports (monthly uptime statistics), and support reports (summary of support tickets raised and resolved).

10.2 Reports shall be accessible through the Software Service interface, via downloadable exports in common formats (PDF, CSV, Excel), and on request from the Customer.

11. SERVICE CREDITS AND REMEDIES

11.1 Remedies for failure to meet service levels are governed by the G-Cloud 15 Framework Agreement, including General Terms provisions for service failures, Call-Off Schedule 14 (Performance Levels) if applicable to the Call-Off Contract, and the Buyer's general rights under the Framework Agreement.

11.2 This SLA does not create additional service credit entitlements beyond those specified in the Framework Agreement or Call-Off Contract.

11.3 The Customer's remedies for service level failures include requiring a rectification plan under the Framework Agreement, termination rights under the Framework Agreement for persistent failures, and such other remedies as may be specified in the Call-Off Contract.

12. EXCLUSIONS AND LIMITATIONS

12.1 The Customer acknowledges that service levels are targets, not guarantees, FISCAL's obligations are limited to using commercially reasonable efforts, certain exclusions apply as specified in Clause 3.3, and third-party services (internet connectivity, infrastructure) are outside FISCAL's control.

12.2 The Customer remains responsible for maintaining adequate internet connectivity, using compatible browsers and systems, following documented procedures and best practices, properly configuring user access and permissions, and maintaining backups of critical data outside the Software Service.

13. SLA REVIEW AND UPDATES

13.1 FISCAL shall review this SLA annually and may propose updates to reflect improvements to service capabilities, align with industry standards, and address customer feedback.

13.2 FISCAL may update this SLA by providing 60 days' advance notice of material changes, posting updated versions with version history, and making updated SLA available through the Software Service.

13.3 If the Customer objects to SLA changes, the parties shall discuss in good faith, and the Customer may invoke termination rights under the Framework Agreement if changes materially reduce service levels.

14. RELATIONSHIP TO FRAMEWORK AGREEMENT

14.1 This SLA is subject to and governed by the G-Cloud 15 Framework Agreement (RM1557.15).

14.2 In the event of any conflict between this SLA and the Framework Agreement, the Framework Agreement shall prevail.

14.3 Nothing in this SLA shall operate to exclude, limit or modify any rights or obligations under the Framework Agreement.

14.4 This SLA supplements but does not replace General Terms provisions on service delivery, Call-Off Schedule 14 (Performance Levels) if incorporated into the Call-Off Contract, or other Framework Agreement provisions relating to service quality.