



BenefactorCloud

Prepared for: CLIENT

Prepared by: NAME

V1.3

Taking Care of IT...
Support, Software &
Solutions for Charities

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Carefully read the following Agreement. You accept and agree to be bound by this Agreement by signing where indicated. If this Agreement is not signed, your order will be cancelled.

You are not authorised to access or use BenefactorCloud or any other Gallery Partnership software applications, on or offline, unless you first read and agree to these limited-use software licence terms.

This Agreement, by and between **CLIENT** with principal offices located at **CLIENT ADDRESS** ("Customer"), and **THE GALLERY PARTNERSHIP LTD.**, a British corporation with its principal place of business at Unit 3 Cedar Court, 1 Royal Oak Yard, London, SE1 3GA ("TGPL"), is effective this **DATE** ("Commencement Date").

1 Definitions

"Agreement" means this Master Agreement, Order Forms, Schedules, statements of work, and other attachments and exhibits attached thereto.

"Ancillary Services" means Online Applications, the Online Application Form Builder, BenefactorCloud Online Reports and any other add-on services subsequently made available by TGPL.

"Applicable Laws" means (i) UK GDPR, UK DPA 2018, European Union or Member State laws with respect to any Customer Data in respect of which the Customer is subject to UK GDPR, UK DPA 2018, EU Data Protection Laws; and (ii) any other applicable law with respect to any Customer Data in respect of which the Customer is subject to any other Data Protection Laws.

"Authorised Usage" means to use the BenefactorCloud Application and its Ancillary Services in accordance with the terms of this Agreement.

"Authorised User" and "Authorised Users" means the directors, officers, and employees designated by the Customer as users of the Customer's BenefactorCloud Application and its Ancillary Services. For the purpose of Online Applications, the term also includes legitimate applicants.

"BenefactorCloud Application" means the BenefactorCloud software application.

"Charges" means the charges (if any) described in the Schedule for BenefactorCloud Licence(s), BenefactorCloud Rental, Ancillary Services, Data Migration, Support and Maintenance, Database Hosting and the provision of installation, training, and other products, services and items (if any) or, where they are not described in the Schedule, then any charges that may be invoiced by TGPL to the Customer in connection with this Agreement (whether by virtue of a specific provision or otherwise) which will be calculated on a time and materials basis in accordance with TGPL's then current standard rates.

"Contracted Processor" means TGPL.

"Current Release" means that version of the BenefactorCloud Application installed at the Commencement Date and modifications to it or any new release accepted by the Customer and installed.

"Customer Data", means any data, information, or material that the Customer or any Authorised User provides or submits through the BenefactorCloud Application and / or its Ancillary Services; Customer Data includes "Customer Personal Data". If the Schedule states that the BenefactorCloud Application is hosted by TGPL and / or that the Customer uses the Ancillary Services, Customer Data is processed by TGPL on behalf of the Customer pursuant to or in connection with the Agreement.

“Customer Personal Data” means any Personal Data that the Customer or any Authorised User provides or submits through the BenefactorCloud Application and / or its Ancillary Services. If the Schedule states that the BenefactorCloud Application is hosted by TGPL and / or that the Customer uses the Ancillary Services, Customer Personal Data is processed by TGPL on behalf of the Customer pursuant to or in connection with the Agreement. The type of Customer Personal Data that Authorised Users may input into the BenefactorCloud Application and its Ancillary Services is specified in Section 17.

“Data Protection Laws” means UK GDPR, UK DPA 2018, EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

“Documentation” means the user instructions, release notes, and manuals as supplied to the Customer by TGPL, in the form generally made available by TGPL, regarding the use of BenefactorCloud.

“Equipment” means the computer equipment specified in the Schedule.

“Database Hosting” means that the BenefactorCloud Application is held on a cloud-based server maintained by TGPL.

“Independent Customer Activity” means: (i) use of Equipment by the Customer not provided or previously approved by TGPL; or (ii) negligent acts or omissions or wilful misconduct by the Customer or its Authorised Users.

“Internet Unavailability” means the Customer’s inability to access, or TGPL’s inability to provide, the BenefactorCloud Application and / or its Ancillary Services through the internet due to causes outside of TGPL’s direct control, including, but not limited to: (i) failure or unavailability of internet access; (ii) unauthorised use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to the Customer’s computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

“Licence Fee” means the Licence Fee specified in the Schedule.

“Licence Metrics” means the limitation on the usage of the BenefactorCloud Application as designated and/or defined in the Schedule or applicable Order Form or the financial metric used to calculate applicable fees and designated by a term such as the number of Authorised Users.

“Location” means the location of the Equipment at the address given in this Agreement.

“Media” means the carrier media specified in the Schedule on which the Software and the Documentation are recorded or printed and delivered to the Customer.

“Online Application(s)” means any online grant application forms created using the Online Application Form Builder.

“Order Form” means the document(s), regardless of actual name, executed by the parties that incorporates by reference the terms of this Agreement, and describes order-specific information, such as description of the products and services ordered, Licence Metrics, fees, and milestones.

“Personal Data”, “Controller”, “Processor”, “Processing”, “Supervisory Authority”, and “Personal Data Breach” shall have the same meaning as in the General Data Protection Regulation (“UK GDPR”).

“Products” means collectively software programs (including updates and Documentation), content, and all toolkits and any other programs provided, training materials, tutorials and related documentation provided in connection with the performance of Services.

“Professional Services” means data conversion, data mapping, implementation, site planning, configuration, integration and deployment of BenefactorCloud, custom development, customisations, training, project management and other consulting services.

“Rental Fee” means the Rental Fee specified in the Schedule. The Rental Fee includes the Licence Fee, Training Fee, Hosting Charge, Data Migration Fee, Online Application Fee, Online Reports Fee, and Implementation and Project Management Charge.

“SLA” means the service level agreement(s) offered with respect to the BenefactorCloud Application and its Ancillary Services as they may be updated by TGPL from time to time. The SLA in force at the time that this Agreement is made is attached as Section 16.

“Software” means the computer program(s) in object code form only as described briefly in the Schedule including any copies but excluding source code material and all preparatory design material.

“Support and Maintenance Fee” means the charge for the provision of the Support and Maintenance Services specified in the Schedule as varied from time to time in accordance with Section 6.

“Support and Maintenance Hours” means the standard hours during which the Support and Maintenance Service will be provided as specified in the Schedule.

2 Purpose and Scope

2.1 Purpose

This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision to the Customer of the BenefactorCloud Application and any Ancillary Services as outlined in the Order Form and the Schedule and any subsequent addenda thereto. Additional terms for the purchase of a specific product or service are set forth in the Order Form and the Schedule. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement. All pre-printed or standard terms of any Customer purchase order or other business-processing document shall have no effect.

2.2 Incorporation of Order Forms

At any time after execution of the initial Order Form, the Customer may purchase additional products and / or services or otherwise expand the scope of the products and / or services granted under this Agreement, upon TGPL’s receipt and acceptance of a new Order Form specifying the foregoing. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of an Order Form, the terms and conditions of the Agreement shall control, except where the Order Form expressly states the intent to supersede a specific portion of this Agreement.

3 Grant of Licence

In consideration of the payment by the Customer to TGPL of the Licence Fee and / or Rental Fee, TGPL grants to the Customer a non-exclusive and non-transferable licence to use the BenefactorCloud Application during the Term in accordance with the terms of this Agreement. If use of the BenefactorCloud Application outside the Location is ever authorised by TGPL the Customer will be responsible at its own expense for complying with all applicable export and import laws and regulations.

3.1 Licence Metrics

Use of the BenefactorCloud Application is subject to Licence Metrics, as set forth in the Schedule and any subsequent Order Forms. Additional Licence Metrics must be purchased at TGPL's then prevailing prices in the event actual use exceeds the licenced quantity. The Customer may not decrease the number of Licence Metrics during the Term.

4 Services

4.1 General

Subject to the Customer's and its Authorised Users' compliance with the Agreement and timely payment of the applicable fees, TGPL shall make the BenefactorCloud Application and its Ancillary Services available to the Customer and its Authorised Users in accordance with the applicable SLA, the terms of this Agreement and the applicable Order Forms during the Term.

4.2 Changes

The BenefactorCloud Application and its Ancillary Services are regularly upgraded and TGPL reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. TGPL will notify the Customer of any material change to or discontinuance of the BenefactorCloud Application and / or its Ancillary Services prior to undertaking any upgrade of the Customer's BenefactorCloud Application and / or its Ancillary Services.

4.3 Hosting

The BenefactorCloud Application will be hosted on a server that is maintained by TGPL or by its designated third-party supplier. This hosting service includes the following:

- Installation and maintenance allowing access to the BenefactorCloud Application to Authorised Users.
- Development and maintenance of a disaster recovery plan including the management of a nightly system of backups.
- Checking, and if necessary, updating, virus protection software.
- Overnight updating of the terminal server to install the latest patches and service packs.

If Ancillary Services are included in the Schedule or on any subsequent Order Form, they will be hosted on a server that is maintained by TGPL or by its designated third-party supplier. This hosting service includes the following:

- Maintenance of an internet connection to allow Authorised Users to access the Ancillary Services.
- Development and maintenance of a disaster recovery plan including the management of a nightly system of backups.
- Checking, and if necessary, updating, virus protection software.
- Overnight updating of the terminal server to install the latest patches and service packs.

The Customer is solely responsible for obtaining, and maintaining at its own expense, all equipment needed to access the BenefactorCloud Application and / or its Ancillary Services, including but not limited to internet access, adequate bandwidth and encryption technology.

TGPL shall use commercially reasonable efforts to make the hosted BenefactorCloud Application and its Ancillary Services generally available in accordance with the SLA applicable ("Service Availability"). Service Availability does not include interruption of service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Customer Activity or (iv) force majeure events or other events that are not under TGPL's control.

4.4 Training Services

TGPL will provide Authorised Users with training in the use of the BenefactorCloud Application and any Ancillary Services detailed in the Schedule, Order Form(s) or subsequent addenda thereto.

TGPL will at the request and expense of the Customer provide the Customer's personnel with such further training as the Customer reasonably requires in the use of the BenefactorCloud Application and its Ancillary Services. Any such training will be provided by arrangement at TGPL's then current charges. Any training expenses should be agreed by both parties prior to booking.

4.5 Support Services

In consideration of the Customer's payment of the Support and Maintenance Fee, TGPL agrees to provide Support Services subject to the terms of this Agreement. The Support Services will be provided during Maintenance Hours. Support Services are provided solely to the number of Authorised Users set forth on the Schedule.

TGPL will use reasonable endeavours to provide the Support Services promptly having regard to the availability of personnel, necessary supplies and facilities, and commitments to other customers, but any dates quoted for commencement or completion of any part of the Support Services are estimates only and time will not be of the essence.

Support Services provided include the following:

- Technical and user support and workarounds so that the BenefactorCloud Application and its Ancillary Services operate in material conformance with the Documentation;
- The provision of updates thereto, if and when available. Updates include bug fixes, patches, error corrections, minor and major releases, platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which TGPL generally charges a separate fee.

For the avoidance of doubt, Support Services excludes Professional Services and Training. TGPL is under no obligation to provide support with respect to the following:

- The BenefactorCloud Application and / or its Ancillary Services that have been altered or modified by anyone other than TGPL and / or its subcontractors without TGPL's prior written approval;
- The BenefactorCloud Application and / or its Ancillary Services used other than in accordance with the Documentation;
- Discrepancies that do not significantly impair or affect the operation of the service;

- Errors or malfunctions caused by the Customer or its Authorised Users' failure to comply with the minimum system requirement documentation as provided by TGPL or by use of non-conforming data, or by Independent Customer Activity;
- Errors and malfunctions caused by any systems or programs not supplied by TGPL; or
- Any version of the BenefactorCloud Application other than the current or previous major release.

If a reported problem is found upon investigation to be due to incorrect operation of or unauthorised changes to the BenefactorCloud Application or its Ancillary Services, TGPL will be entitled to invoice the Customer for all reasonable costs and expenses incurred by TGPL in consequence of such investigation calculated on a time and materials basis at TGPL's then current Charges.

4.6 Professional Services

TGPL will perform the mutually agreed upon Professional Services for the Customer described in one or more work orders, work authorisations or statements of work or Order Forms (collectively "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorised representatives of the parties, shall become a part of the Agreement. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

4.7 Liaison and Staffing

Each party will appoint a member of its staff to act as the principal point of contact between the parties for the purpose of this Agreement ("Support Representative").

The Customer's staff at the Location(s) will in the first instance request Support Services in respect of the BenefactorCloud Application and any Ancillary Services from the Customer's Support Representative, who will contact TGPL's Support Representative for assistance with problems and other support requirements.

TGPL will assign appropriately qualified staff to provide the Support Services, Professional Services, Training Services and any other services. TGPL may at its discretion and at any time replace anyone allocated by it to these services but TGPL will endeavour to give prior notice of any intention to replace designated individuals.

TGPL is empowered to use subcontractors named in the Schedule, or otherwise notified to the Customer in writing, for the provision of any part of services, but such subcontracting will not relieve TGPL from its obligations under this Agreement. The use of subcontractors will be cleared by the Customer for any and every subcontractor. The Customer may request evidence of TGPL's non-disclosure agreements with third-party subcontractors.

5 Customer Responsibilities

5.1 General Responsibilities

Throughout the term of this Agreement, the Customer will:

- Use only the current or previous release of the BenefactorCloud Application;

- Ensure that the BenefactorCloud Application and any Ancillary Services are used in a proper manner and that Authorised Users are provided with adequate training so as to limit repeated requests for Support Services;
- Notify TGPL promptly if the BenefactorCloud Application and / or any Ancillary Services are not operating correctly;
- Not request or permit anyone other than TGPL to provide the Services;
- Co-operate to every reasonable extent with TGPL's personnel in the diagnosis, investigation and correction of any fault in the BenefactorCloud Application and its Ancillary Services;
- Make available to TGPL free of charge all information, facilities and services reasonably required by TGPL to enable TGPL to perform support and maintenance including without limitation computer runs, core dumps, print outs and data preparation (subject to meeting all relevant Data Protection Laws);
- Provide access to the Authorised Users, the BenefactorCloud Application, any Ancillary Services, the Equipment and the Location(s) during the Maintenance Hours and at such other times as TGPL may request on reasonable prior notice;

5.2 Cooperation

The Customer shall provide TGPL with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by TGPL in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to the Customer's applications, and Customer personnel, as may be reasonably requested from time to time. The Customer acknowledges and agrees that the performance of TGPL is dependent upon the timely and effective satisfaction of the Customer's responsibilities hereunder and timely decisions and approvals of the Customer in connection with the services. TGPL shall be entitled to rely on all decisions and approvals of the Customer. The Customer will follow the instructions and reasonable policies established by TGPL from time to time and communicated to the Customer.

If any TGPL staff work on the Customer's premises the Customer will ensure that such staff are provided with suitable office accommodation and services including telephone and photocopying facilities. Such accommodation and services will be readily accessible to any required computing facilities including the Equipment. All staff will work onsite complying with the Customer workplace rules and policies, as notified by the Customer to TGPL.

5.3 Authorised Users

The Customer shall limit access to the BenefactorCloud Application and any Ancillary Services to Authorised Users and will use the BenefactorCloud Application and any Ancillary Services solely for Authorised Usage. Authorised Users are required to accept the terms and conditions of this Agreement.

The Customer shall ensure that all Authorised Users use the BenefactorCloud Application and any Ancillary Services in accordance with the Agreement, and is responsible for both any breach of the Agreement by such Authorised Users and all activities that occur under the Customer's and its Authorised Users' accounts. If the Customer becomes aware of any violation by an Authorised User, it will immediately terminate such user access to the BenefactorCloud Application and any Ancillary Services. The Customer shall notify TGPL immediately if the Customer becomes aware of any unauthorised access to, use or copying of any part of the BenefactorCloud Application and any Ancillary Services by any person.

5.4 Acceptable Use

The Customer shall use the BenefactorCloud Application and its Ancillary Services as set out in this Agreement.

The Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, licence or sub-licence, in whole or in part, the BenefactorCloud Application or its Ancillary Services unless otherwise agreed in writing between the Customer and TGPL; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the BenefactorCloud Application or its Ancillary Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the BenefactorCloud Application or its Ancillary Services to any user other than Authorised Users; (iv) write or develop any derivative works based on the BenefactorCloud Application or its Ancillary Services; (v) modify, adapt, tamper with or otherwise make any changes to the BenefactorCloud Application or its Ancillary Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the BenefactorCloud Application or its Ancillary Services; (vii) “frame” or “mirror” any content of the BenefactorCloud Application or its Ancillary Services; (viii) use the BenefactorCloud Application or its Ancillary Services to provide processing services to third parties, or otherwise use the same on a ‘service bureau’ basis unless otherwise agreed in writing between the Customer and TGPL; (ix) disclose or publish, without TGPL’s prior written consent, performance or capacity statistics or the results of any benchmark test performed on the BenefactorCloud Application or its Ancillary Services; or (x) otherwise use or copy the same except as expressly permitted herein.

The Customer shall permit TGPL to check the use of the BenefactorCloud Application or its Ancillary Services by the Customer at all reasonable times. TGPL may upon reasonable notice send its representative to any of the Customer’s premises to verify compliance with this Agreement and the Agreement irrevocably consents to TGPL’s representative entering the Location and any other of its premises for this purpose.

5.5 Acceptable Content

The Customer acknowledges that the Customer owns all Customer Data. However, the Customer agrees that TGPL may access user accounts, including Customer Data, to respond to service or technical problems or at Customer’s request and that both may compile, use and disclose without restrictions user statistics and Customer Data in aggregate and anonymous form only.

The Customer acknowledges and agrees that TGPL does not monitor or police the data input in the BenefactorCloud Application, and shall not be responsible for the content of any such data. The Customer agrees not to post or upload any content or data which (i) is libellous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (iii) if the BenefactorCloud Application is hosted by TGPL, or if its Ancillary Services are used, does not comply with the written instructions provided by the Customer to TGPL in relation to the processing of their data (see Section 17); or (iv) otherwise violates any applicable law. TGPL may suspend or terminate any user’s access to the BenefactorCloud Application and / or its Ancillary Services upon notice in the event that TGPL reasonably determines that such user has violated the terms and conditions of this Agreement.

5.6 Data Protection

Except as outlined in Section 17, it is the Customer’s sole responsibility to ensure that the BenefactorCloud Application and its Ancillary Services are accessed and used so as to comply with Data Protection Laws. If the BenefactorCloud Application is not hosted by TGPL, it is also the responsibility to ensure that it is hosted so as to comply with Data Protection Laws. In the event that the Customer’s failure to comply with such laws results in additional work being required of TGPL, the relevant costs of such work shall be paid

by the Customer to TGPL and shall be calculated on a time and materials basis at TGPL's then current charges subject to such charges being agreed to in advance by the Customer in writing.

5.7 Hosted Security

The Customer will not: (i) breach or attempt to breach the security of TGPL or any network, servers, data, computers or other hardware relating to or used in connection with the BenefactorCloud Application and its Ancillary Services, or (ii) use or distribute through the BenefactorCloud Application any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the BenefactorCloud Application or the operations or assets of TGPL, any other customer of TGPL, or any third party.

The Customer will comply with the user authentication requirements for use of the BenefactorCloud Application. The Customer is solely responsible for monitoring its Authorised Users' access to and use of BenefactorCloud. TGPL has no obligation to verify the identity of any person who gains access to the BenefactorCloud Application by means of an access ID. Any failure by any Authorised User to comply with the Agreement shall be deemed to be a material breach by Customer, and TGPL shall not be liable for any damages incurred by the Customer or any third party resulting from such breach. The Customer must immediately take all necessary steps, including providing notice to TGPL, to effect the termination of an access ID for any Authorised User if there is any compromise in the security of that access ID or if unauthorised use is suspected or has occurred.

5.8 Permitted Reproduction

The Customer shall not make or permit others to make any copies of the Documentation without TGPL's prior written consent. The Customer shall effect and maintain reasonable security measures to safeguard the BenefactorCloud Application, its Ancillary Services and Documentation from unauthorised access use or copying.

5.9 Recompilation

The Customer shall not nor permit others to decompile, reverse-engineer or disassemble the BenefactorCloud Application or its Ancillary Services or any part of them except that the Customer may decompile it to the extent permitted by and subject to the provisions of the EC Software Directive, as enacted by the Copyright Designs and Patents Act 1988 (as amended), where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created programme with the BenefactorCloud Application or its Ancillary Services with another programme and the information is not readily available from TGPL or elsewhere.

With respect to the information, whether provided by TGPL or obtained by decompilation, the Customer shall not nor permit others to:

- use the information for any purpose other than to achieve the interoperability of an independently created programme with the BenefactorCloud Application or its Ancillary Services or other programmes; or
- supply the information to any other person except when necessary for the interoperability of the independently created programme with the BenefactorCloud Application or its Ancillary Services or other programmes; or
- use the information for the development, production or marketing of a computer programme substantially similar in its expression to the BenefactorCloud Application or its Ancillary Services or for any other copyright infringing act; or
- use the Information in a manner which unreasonably prejudices TGPL's legitimate interests or conflicts with a normal exploitation of the BenefactorCloud Application or its Ancillary Services.

5.10 Training

It is the Customer's responsibility to ensure that all appropriate users receive Training Services sufficient to enable Authorised Users to use the BenefactorCloud Application and its Ancillary Services effectively. Failure to do so could result – at TGPL's discretion – in additional fees if service requests are deemed excessive as a result of insufficient training.

Support Services may not be used as a substitute for Training Services.

6 Fees, Taxes & Payments

6.1 General

Fees and payment terms at the Commencement Date are specified in the Schedule. All fees are in UK Sterling and exclude taxes. The Customer shall be responsible for the payment of all taxes relating to Charges specified in the Schedule. Except as otherwise expressly specified, all recurring fees and payment obligations start on the Commencement Date. TGPL may increase recurring fees on the anniversary of the Commencement Date with 30 days prior written notice. No fee increase will exceed the annual change in the Retail Price Index + 2%.

Payment of all fees and charges is due 30 days after the invoice date. Interest may accrue on past due balances at 1½% per month. Failure to make timely payments shall be a material breach of the Agreement and TGPL will be entitled to suspend any or all of its performance obligations hereunder and / or to modify the payment terms, and to request full payment before any additional performance is rendered by TGPL.

The Customer shall reimburse TGPL for expenses incurred, including interest and reasonable legal fees, in collecting amounts due to TGPL hereunder that are not under good faith disputed by the Customer.

Amounts paid or payable for the BenefactorCloud Application and its Ancillary Services are not contingent upon the performance of any services. The Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made regarding future functionality or features.

6.2 Professional Services

On a Professional Services engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good faith estimate for Customer's budgeting and TGPL's resource scheduling purposes and not a guarantee that the work will be completed for that amount.

6.3 Travel and Lodging Expenses

Reasonable travel and lodging expenses incurred by TGPL in the performance of Support Service, Professional Services, Training Services and any other services on the Customer's site will be billed separately at actual cost.

7 Proprietary Rights

7.1 Ownership and Limited Licence

The BenefactorCloud Application, its Ancillary Services and all other products and materials provided by TGPL will at all times remain the exclusive, sole and absolute property of TGPL or its licensors. The Customer does not acquire any right, title, or interest in or to such products and equipment and materials. The Customer's right to use the BenefactorCloud Application and its Ancillary Services is personal, and non-transferable, non-exclusive and limited to the Term and the Authorised Usage. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the BenefactorCloud Application and its Ancillary Services, related logos, product names, etc. and all rights not expressly granted are reserved by TGPL and its licensors. The Customer may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on the BenefactorCloud Application, its Ancillary Services, Documentation or other materials.

8 Warranty

TGPL warrants that the BenefactorCloud Application and its Ancillary Services, if used in accordance with the Documentation, shall perform substantially in accordance with the Documentation under normal use and circumstances, and that the other services shall be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof.

TGPL undertakes to use all reasonable endeavours to remedy free of charge to the Customer any faulty work arising from a breach of this warranty which is reported to TGPL in writing within 30 working days after performance by TGPL of such work. If TGPL rectifies such faulty work within a reasonable period of time, then TGPL will have no other liability of any kind in respect of or arising from such faulty work.

TGPL is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the BenefactorCloud Application or its Ancillary Services by anyone other than TGPL; (ii) the combination, operation or use of the BenefactorCloud Application or its Ancillary Services with any items not certified by TGPL; (iii) TGPL's adherence to the Customer's specifications or instructions; (iv) errors caused by or related to Internet Unavailability, or Independent Customer Activity; or (v) the Customer deviating from the operating procedures of BenefactorCloud or its Ancillary Services as described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions shall be billed at TGPL's standard time and material charges.

TGPL will have no liability or obligation under the warranty given in this Section 8 unless it has received written notice from the Customer any non-conformance with the warranty during the Term.

9 Disclaimer

TGPL will use reasonable skill and care in providing its services but does not guarantee that: (a) the services or any content will always be free from errors, interruptions, inaccuracies, or omissions, though TGPL will take commercially reasonable steps to minimize such issues; (b) third-party providers or their products and services will perform without fault, regardless of any designation such as 'certified' or 'validated'; (c) the services will operate without interruption, security vulnerabilities, or incompatibility with other systems outside TGPL's reasonable control; (d) the services will in all circumstances meet the Customer's unique requirements or expectations; (e) Customer Data will never be subject to loss or

corruption, although TGPL will take reasonable steps to protect and back up Customer Data in accordance with industry standards; (f) all defects will be corrected immediately, but TGPL will use commercially reasonable efforts to address material issues; or (g) the services will be entirely free of viruses or other harmful code, though TGPL will not knowingly introduce such harmful code and will employ standard safeguards to prevent it.

10 Non-Disclosure

All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorised representatives on a need to know basis and will instruct them to keep such information confidential. TGPL may disclose the Customer's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. TGPL may use the Customer's Confidential Information solely for purposes of their performance of their obligations hereunder, except that they may use the Customer's Confidential Information for purposes other than the provision of Services only in an aggregated, anonymised form, such that Customer is not identified. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, TGPL may retain information for regulatory purposes or in back-up files, provided that their confidentiality obligations hereunder continue to apply.

For purposes of this section, "Confidential Information" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of TGPL and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of services, product roadmap, data and other information of TGPL and its licensors relating to or embodied in the Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes

generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of TGPL set forth in this Section 10 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by the Customer in connection with any present or future product or service, and, accordingly, neither TGPL nor any of its Customers or business partners shall have any obligation or liability to the Customer with respect to any use or disclosure of such information.

11 Limitation of Liability

Notwithstanding anything to the contrary contained in this Agreement, TGPL's total liability for any and all damages shall not exceed: (i) with respect to the BenefactorCloud Application and its Ancillary Services, the Charges (excluding implementation or other Professional Services fees) paid by the Customer in the previous twelve (12) month period, or (ii) with respect to the Professional Services, the total fees received by TGPL from the Customer for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to the indemnity obligation set forth in Section 12.1 of this Agreement.

Notwithstanding anything in this agreement to the contrary, TGPL and their licensors and suppliers will not be responsible for special, indirect, incidental, consequential, punitive or other similar damages (including, without limitation, any lost profits or damages for business interruption, inaccurate information or loss of information or cost of cover) that the customer may incur or experience in connection with the agreement or the services, however caused and under whatever theory of liability, even if it has been advised of the possibility of such damages.

12 Indemnity

12.1 TGPL Indemnity

Subject to Section 11, TGPL shall defend, indemnify and hold the Customer, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that the BenefactorCloud Application and / or its Ancillary Services as used in accordance with this Agreement infringes the copyright, trademarks or trade secrets of any third party and / or the intellectual property rights (other than patents) of any third party provided that:

- The Customer makes no statement prejudicial to TGPL;
- Such infringement is not caused by or contributed to by acts of the Customer other than the use of the BenefactorCloud Application or its Ancillary Services in accordance with the Agreement;
- TGPL is promptly notified in writing of the details of the claim;
- TGPL has sole control of the defence of such claim and all related settlement negotiations and;
- The Customer gives TGPL all reasonable assistance at TGPL's expense in connection with it.

If the BenefactorCloud Application or its Ancillary Services is held or believed to infringe the patent or copyright of a third party, TGPL may, in its sole discretion, (i) modify it to be non-infringing, (ii) obtain for the Customer a licence to continue using the affected service, or (iii) if neither (i) nor (ii) are practical in TGPL's sole judgment, terminate the affected service and return to the Customer the unused portion of any fees paid.

The foregoing obligations of TGPL do not apply (i) to the extent that the allegedly infringing result from any change made by the Customer or any third party for the Customer, (ii) if the infringement claim could have been avoided by using an unaltered current version of the BenefactorCloud Application or its Ancillary Services, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by TGPL, or any material from a third-party portal or other external source that is accessible to the Customer within or from the BenefactorCloud Application or its Ancillary Services (e.g., a third-party web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by TGPL, or (v) to the extent that an infringement claim is caused by the provision by the Customer to TGPL of materials, designs, know-how, software or other intellectual property with instructions to TGPL to use the same in connection with the BenefactorCloud Application or its Ancillary Services.

This Section 12 states the entire liability of TGPL with respect to the infringement or alleged infringement of any third-party right of any kind by the BenefactorCloud Application or its Ancillary Services.

12.2 Customer Indemnity

The Customer shall defend, indemnify and hold TGPL, their licensors, and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third-party claim concerning (i) the Customer Data or the combination of the Customer Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Customer Data or by the use, development, design, production, advertising or marketing of the Customer Data, but excluding any claim involving a breach of Customer Personal Data for which TGPL is judged responsible by the Supervisory Authority; (ii) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from the Customer's acts and omissions in using the BenefactorCloud Application or its Ancillary Services, including without limitation Independent Customer Activity; (iii) the Customer's or its Authorised Users' use of the BenefactorCloud Application or its Ancillary Services in violation of the terms of this Agreement or applicable law; or (iv) a dispute between Customer and any of its Authorised Users.

12.3 Mutual Obligations

The indemnification obligations set forth in Sections 12.1 and 12.2 are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; (iii) the indemnifying party controls any negotiations or defence of such suits and causes of action, and (iv) the indemnified party assists as reasonably required by the indemnifying party.

13 Term and Termination

13.1 Term

This Agreement starts on the Commencement Date specified on the Schedule and continues for the Term specified in the Schedule. This Agreement automatically renews for a subsequent one- year term beginning on the day immediately following the end of the initial Term unless the client gives the TGPL ninety (90) days prior written notice of its intent not to renew this Agreement.

13.2 Termination

Either the Customer or TGPL may terminate this Agreement with 90 days notice not to expire before the end of the initial Term.

Either the Customer or TGPL may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events).

If TGPL terminates this Agreement for the Customer's non-payment, the Customer agrees to pay to TGPL the remaining value of the then current initial or renewal term (that the Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees that will become due during the cancelled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

13.3 Suspension

TGPL will be entitled to suspend any or all Services upon 10 days written notice to the Customer in the event that the Customer is in breach of this Agreement. Further, and if the BenefactorCloud Application is hosted or its Ancillary Services are used, TGPL may suspend the Customer's access and use of the BenefactorCloud Application or its Ancillary Services if, and so long as, in TGPL's judgment, there is a security risk created by the Customer that may interfere with the proper continued provision of the BenefactorCloud Application or its Ancillary Services or the operation of TGPL's network or systems. TGPL may impose an additional charge to reinstate service following such suspension.

13.4 Post-Termination

On termination of the Agreement, however caused, the Customer's authorisation to use the BenefactorCloud Application and its Ancillary Services will automatically and immediately cease and the Customer undertakes immediately to cease to use the BenefactorCloud Application and its Ancillary Services.

Within 30 days of the date of termination, the Customer shall through a Director or Chief Executive certify to TGPL in writing that it has fully complied with its obligations under this Section.

Termination of the Agreement however caused will not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

13.5 Data Retention in Hosted Systems

TGPL has no any obligation to retain any Customer Data held after three months of the expiration or termination of this Agreement.

14 Miscellaneous

14.1 Compliance

During the term of the Agreement and for a period of one year following its termination, TGPL shall have the right to verify Customer's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, the Customer shall reimburse TGPL for the reasonable costs and expenses of such verification process incurred by TGPL (including but not limited to reasonable legal fees), and the Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of the termination rights and do not affect the right to payment for Services and interest fees related to usage in excess of the Licence Metrics.

14.2 Force Majeure

Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

14.3 Non-Hire

During the term of this Agreement and for the twelve (12) months thereafter, neither the Customer nor TGPL shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

14.4 Waiver

The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

14.5 Headings

The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

14.6 Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Customer and TGPL shall be construed and enforced accordingly.

14.7 Assignment

TGPL may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. The Customer may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of TGPL.

14.8 Relationship of the Parties

The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labour costs and expenses arising in connection therewith.

14.9 Entire Agreement

This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by TGPL and the Customer.

14.10 Use of Agents

TGPL may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve TGPL

from responsibility for performance of its duties under the terms of this Agreement.

14.11 Publicity

The Customer agrees that TGPL may identify the Customer as a recipient of the BenefactorCloud Application or its Ancillary Services and use its logo in sales presentations, marketing materials and press releases, provided TGPL asks the Customer for permission prior to any usage. The Customer will not unreasonably withhold such permission.

14.12 BenefactorCloud End of Life

In the event of TGPL taking the decision to cease development, maintenance, and / or support of BenefactorCloud and / or its Ancillary Services, TGPL shall provide the Customer with a minimum of six calendar months' notice of the date on which development, maintenance, and / or support of BenefactorCloud and / or its Ancillary Services will cease.

14.13 Governing Law

This Agreement will be construed in accordance with and governed by the Law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales. Headings have been included for convenience only and will not be used in construing any provision in this Agreement.

14.14 Notices

Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or (iii) sent by electronic mail, in each case properly posted and fully prepaid to the person set forth in the Schedule. Notices shall be considered to have been given at the time of actual delivery in person and electronic mail, and two (2) business days after deposit in the mail as set forth above, provided in each case that delivery in fact is affected. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this section.

15 Agreement

The Customer has read the Agreement, has read the terms and conditions, and understands and agrees to its terms and conditions. TGPL and the Customer hereby acknowledge that the above Agreement and its Appendices constitute the complete understanding of the parties regarding the description, functions and costs involved in purchasing user licences for BenefactorCloud.

This agreement begins on the Commencement Date and continues until termination of service, as described above.

Where the Schedule states that the BenefactorCloud Application is Hosted by TGPL and / or its Ancillary Services are used, the Customer as Controller acknowledges that by signing this Agreement that they have instructed TGPL as Processor to Process Personal Data in according with Section 17 below.

Signed for TGPL by

Signature

Name

Position

Date

Signed for the Customer by

Signature

Name

Position

Date

16 Appendix A: SLA

16.1 TGPL Support

An email address is provided for non-urgent enquiries.

A telephone support line for **urgent queries** is open from 9:00 a.m. to 5:30 p.m. (GMT) each working day. Authorised Users calling this line will be able to describe the nature of the problem or question to a technician who will immediately log the call. If unable to work on the problem immediately, a support technician will return the call to a designated customer contact and will work to resolve the problem.

All enquiries are logged on a support database and a unique call reference number assigned to allow progress to be monitored. Enquiries are dealt with in line with their severity, as detailed below.

	Level 1	Level 2	Level 3	Level 4
Severity	Major	High	Medium	Low
Impact	Services are unavailable to all, or the majority of users or serious data loss has been experienced	Significant features of the software are unavailable, the software is still useable however, will impede the client's day-to-day use.	Problem is affecting one or two users, but the majority of users are unaffected	Problem does not prevent user from working; general query
Acknowledgement	Within 30 minutes during working day	Within 2 hours during the working day	Within 4 hours during working day	Within 24 hours
Initial Action	Corrective action commenced within 30 minutes during working day	Corrective action commenced within 2 hours during working day	Corrective action commenced within 4 hours during working day	Corrective action commenced by agreement
Resolution	The time required to resolve the problem will depend upon its severity and complexity. Hence no resolution time is guaranteed. The support technician will give the customer representative an estimated resolution time once the problem is fully understood			

17 Appendix B: Personal Data Processing

17.1 Processing of Customer Personal Data

The Customer and TGPL acknowledge that for the purposes of Data Protection Laws, the Customer is the Controller and TGPL is the Contracted Processor of the Customer Personal Data.

The Contracted Processor shall:

- Comply with all applicable Data Protection Laws in the processing of the Customer's Personal Data; and
- Not process Customer Personal Data other than on the Customer's documented instructions unless processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case the Contracted Processor shall to the extent permitted by Applicable Laws inform the Customer of that legal requirement before the relevant processing of that Personal Data.

The Customer shall:

- Instruct the Contracted Processor to process Customer Personal Data as reasonably necessary for the provision of the BenefactorCloud Application and consistent with the Agreement;
- Warrant and represent that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out above.

The Contracted Processor shall not transfer Customer Personal Data outside of the UK, European Economic Area or to any international organisation ("International Recipient") without the prior written consent of the Customer and, if the Customer consents to the transfer of Customer Personal Data to an International Recipient, the company shall ensure that such transfer (and any onward transfer): (i) is pursuant to a written contract including provisions relating to security and confidentiality of the Customer Personal Data; (ii) is effected by way of a legally enforceable mechanism for transfers of Customer Personal Data as may be permitted under Data Protection Laws from time to time (the form and content of which shall be subject to the Customer's written approval); and (iii) complies with the Data Protection Laws.

17.2 Appointment of Contracted Sub-Processors

The Contracted Processor shall not allow any third party to process Customer Data without the Customer's prior written consent and, if the Customer gives its consent, the Contracted Processor shall appoint the Sub-Processor under a binding written contract which imposes the same data protection obligations as are contained in this Agreement.

17.3 Contracted Processor Personnel

The Contracted Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

17.4 Security

The Contracted Processor warrants that it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Customer Personal Data and against the accidental loss or destruction of, or damage to, Customer Personal Data to ensure processing will meet the requirements of Data Protection Laws and ensure the protection of the rights of Data Subjects.

In assessing the appropriate level of security, the Contracted Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

17.5 Data Subject Rights

Taking into account the nature of the Processing, the Contracted Processor shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by the Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

The Contracted Processor shall:

- Notify the Customer within three working days if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
- Ensure that it does not respond to that request except on the documented instructions of the Customer or as required by Applicable Laws to which the Contracted Processor is subject, in which case the Contracted Processor shall to the extent permitted by Applicable Laws inform the Customer of that legal requirement before the Contracted Processor responds to the request.

17.6 Personal Data Breach

The Contracted Processor shall notify the Customer without undue delay (but in no event later than 12 hours after becoming aware) upon becoming aware of a breach affecting Customer Personal Data, providing the Customer with sufficient information to allow them to meet any obligations to report or inform data subjects of the data breach under the Data Protection Laws.

Such notification shall as a minimum:

- Describe the nature of the breach, the categories and numbers of data subjects concerned, and the categories and numbers of Customer Personal Data records concerned;
- Communicate the name and contact details of the Contracted Processor contact from whom more information may be obtained;
- Describe the likely consequences of the Personal Data breach; and
- Describe the measures taken or proposed to be taken to address the Personal Data breach.

The Contracted Processor shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Customer Personal Data breach.

17.7 Data Protection Impact Assessment and Prior Consultation

The Contracted Processor shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required of the Customer by article 35 or 36 of the General Data Protection Regulation or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processor.

17.8 Deletion or return of Company Personal Data on Termination

Subject to the below, TGPL shall promptly, and in any event within three months of the date of termination of services, delete all Customer Personal Data in the Contracted Processor's possession.

Subject to the below, the Customer may in its absolute discretion by written notice to TGPL at the time of giving notice to terminate this Agreement require TGPL to (i) return a complete copy of all Customer Personal Data to the Customer by secure file transfer in such format as is reasonably notified by the Customer to TGPL; and (ii) delete all copies of Customer Personal Data processed by the Contracted Processor. TGPL shall comply with any such written request within two months of the termination date.

The Contracted Processor may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Contracted Processor shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

17.9 Audit rights

TGPL shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the processing of the Company Personal Data by the Contracted Processor.

The Customer shall give TGPL reasonable notice of any audit or inspection to be conducted and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to TGPL's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. TGPL need not give access to its premises for the purposes of such an audit or inspection:

- To any individual unless he or she produces reasonable evidence of identity and authority;
- Outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Customer has given notice to TGPL that this is the case before attendance outside those hours begins; or
- For the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which TGPL reasonably considers necessary because of genuine Applicable Laws; or TGPL is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where the Customer has identified its concerns or the relevant requirement or request in its notice to TGPL.

17.10 Details of Processing

Article 28.3 of UK GDPR states that a contract between a Controller and a Processor must include information about the processing and Article 28.3(a) states that the Processor must only process Personal Data 'on documented instructions' from the Controller.

The information below, being provided by the Customer, demonstrates compliance with the aforementioned articles. The Contracted Processor will act only on these instructions.

Requirement	Customer Instructions on Processing
Subject matter of processing ¹	
Duration of processing	From Commencement Date to termination date.
Nature of processing ²	
Purpose of processing ³	
Type of personal data ⁴	
Categories of data ⁵ subject	

¹ The 'subject matter of the processing' means the overarching reason why the Customer is entering into this Agreement with TGPL. A typical example here might be 'The provision by TGPL to the Customer of the BenefactorCloud Application and its Ancillary Services'.

² The 'nature of processing' means the specific processing activities that can be undertaken using the BenefactorCloud Application and its Ancillary Services. A typical entry here might be 'Input, storage, modification, reporting on, deletion, import and export of data using the BenefactorCloud Application and its Ancillary Services'.

³ The 'purpose of processing' means the specific reason why the Customer is entering into this Agreement – i.e. why the Customer is using the BenefactorCloud Application. Information entered here is likely to focus on the grant management activity of the Customer.

⁴ The UK GDPR applies to 'personal data' meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier. This definition provides for a wide range of personal identifiers to constitute personal data – 'types' of personal data thus include name, address, age, gender, ethnicity, marital status, financial information, identification number, location data or online identifier.

⁵ A 'data subject' is an individual about whom personal data is held, and will vary organisation by organisation and system by system. Examples include staff, volunteers, grant applicants, contractors, supporters, suppliers, relatives, guardians and associates of the data subject, patients, students, pupils, offenders, advisors, and customers.

18 Appendix C: Schedule

Commencement Date	
Initial Term	
Number of user licences	
One off Costs (excluding VAT)	
Implementation Fee	£
Data migration Fee	£
Total	£
Ongoing costs (P.A. & ex VAT)	
Licence Fee <i>Inclusive of Support, hosting, and maintenance</i>	£
Total (Ongoing after year 1)	£
Total 1st Year	£
Maintenance hours	9 am – 5.30 pm Monday to Friday (UK public holidays excepted)
Equipment	Current versions of Chrome, Firefox, Safari, Edge
TGPL Representatives	

19 Contact Details

Should you require any further information, please contact us using the details below:

Unit 3 Cedar Court, 1 Royal Oak Yard, London, SE1 3GA

Tel: 020 7096 2800

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