

Process Intelligence - ArvatoConnect's Discovery Engine.

G-Cloud 15 (RM1557.15)

Supplier Terms - ArvatoConnect

Company overview

ArvatoConnect is 100% owned by Bertelsmann SE & Co. KGaA, the ultimate parent company of Bertelsmann Group a global, financially stable company. In 2024 the group's businesses, with over 145k employees, generated revenues of €18.7 billion and €3.2 billion EBITDA globally. Bertelsmann, provide the business with long term stability, investment and also global partnership opportunities. This enables ArvatoConnect to support the UK BPO and Outsourced Services market. Bertelsmann's strategic focus is on a fast-growing and high-earning digital, international and diversified Group portfolio. Businesses in which Bertelsmann invests have long-term stable growth, global reach, sustainable business models, high market-entry barriers and scalability.

Within UK public sector we are recognised for providing high quality, complex and compliance heavy solutions, not only as a current and proven provider within both central and local government, but also as part of all of the key frameworks, the mandated route through which the public sector procures BPO and CRM services.

ArvatoConnect is a clear leader in several vertical markets, supporting a number of the world's leading brands, including the challenging and highly competitive automotive space, where we are engaged delivering FCA regulated services.

Our technology partnerships, combined with our deep domain industry expertise have enabled ArvatoConnect to successfully deliver business transformation and digital enablement for our clients, resulting in improved efficiency, reduced cost to serve and, importantly, improved customer satisfaction.

With an embedded culture of partnership supported by a strong, highly experienced leadership team, ArvatoConnect is recognised as one of the leading outsource providers in the outsourcing market. The scope of our services includes –

- BPO and Shared Services.
- Contact Centre Solutions.
- Customer Experience Management.
- Digital Communication Solutions.
- Automation and AI Consultancy and Implementation.
- Financial Services Management (FCA Accredited).

The UK HQ is situated in Datchet (Windsor) Berkshire with sites in Newcastle, East Yorkshire and Swansea. The Swansea site is our principal BPO and Shared Services facility.

Supplier Terms

Supplier Standard Terms and Supplier Service Specific Terms

Please see below

ANNEX GTC: GENERAL TERMS AND CONDITIONS

1. Preamble

kyp.ai GmbH, Im Zollhafen 6, 50678 Cologne, Germany (hereinafter referred to as "Contractor") has developed a software solution for process analysis and optimization ("Software").

The use of the Software and the provision of supplementary services ("Services") are subject to these General Terms and Conditions ("GTC").

2. KYP.ai Software

The KYP.ai Software supports automated process discovery and analysis by collecting data from all executing employees, aggregating it centrally, and visualizing the results. The Software provides analysis capabilities and optimization recommendations through a front end accessible through a web browser (Chrome).

The Software consists of 3 parts:

- a "Sensor", which is installed on the PC or virtual machine of the employees and collects the data and transfers it to the server;
- the "Server", storing, aggregating, and analyzing the collected data, and
- the "Frontend", which presents the calculated results to business analysts and management.

3. Rights of Use

3.1 The Contractor shall grant the Customer the non-exclusive, non-transferable, worldwide right to use the Software for the intended use for the duration of the contract. The Customer may only use the Software within the scope of the contractual provisions. The Customer may use the Software only for its own purposes. Use for own purposes shall include the intended use of the Software for general business purposes of the Customer and the processing of the Customer's data. This does not include the use of the Software for and/or on behalf of third parties, for example as a service provider or any other use for and/or by third parties. The Customer shall be entitled to have the software used by its own employees or by third parties for its own purposes.

3.2 Unless otherwise agreed, the subscription of the Software is based on the number of employees whose data is collected by a Sensor. In particular, if several employees work on one device, the number of employees and not the number of devices shall be decisive. The Customer has to document the devices used and the employees. The Customer shall be responsible for the use of the Software by its users and for all damage caused by negligent or intentional breaches of duty by its users.

3.3 A Sensor may be transferred to another employee if the previous employee's collection is stopped. A constant transfer between employees is excluded. The transfer to employees with the same set-up of used applications can also be carried out by the Customer alone after consultation with the Contractor. If further - non-standard - applications are to be collected, the Contractor must be commissioned in accordance with the provisions on services under Section 5 of these GTC.

3.4 The Customer shall not receive any rights to the source code of the Software.

3.5 The Customer shall have an exclusive right of use with respect to the specific analyses and work results that are created using the Software based on the Customer's data.

3.6 Unless otherwise agreed, all rights to Software and services provided by the Contractor or developed under this Agreement shall belong solely to the Contractor. All rights to any kind of modification, development or improvement of the products or services made by the Customer shall also be the exclusive property of the Contractor.

3.7 The Software may contain open source software components. The use of these components is exclusively subject to the corresponding terms of use of the open-source software components which are transmitted and/or referenced within the scope of the open source software components. No provision of these GTC shall affect the rights or obligations of Customer under the corresponding terms of use of the open source software components. In the event of contradictions or conflicting provisions of license terms of the open source software and the provisions of these GTC, the license terms of the open source software shall take precedence.

3.8 The right to use the Software also extends to fixes, patches, developments and updates which the Contractor makes available to the Customer. The right to updates does not include the right to a right to use new/additional products and functionalities which are provided as a separate product/module.

3.9 The Contractor shall provide the Software and documentation of the software in electronic form.

3.10 Unless otherwise agreed or prescribed by mandatory law or applicable open source software terms of use, the

Customer shall not be entitled

- a) to copy the Software beyond what is necessary for use in accordance with the contract, neither in whole nor in part;
- b) to modify, correct, adapt, translate, improve the Software or otherwise make derived developments to the Software;
- c) to rent, lend, sell, license, transfer or otherwise make the Software available to third parties;
- d) to reverse engineer, decompile, disassemble or otherwise attempt to decipher the source code of the Software, either in whole or in part;
- e) circumvent or violate security devices or protection mechanisms contained in or used for the Software;
- f) to take measures that are suitable to cause damage to the Software or the servers of Contractor;
- g) remove, delete, erase, obliterate, modify, conceal, translate, combine, add to or otherwise alter any trademark, documentation, warranty, disclaimer of liability or other rights, such as intellectual property, signs, notices, markings or serial numbers, which are associated with the Software or documentation;
- h) to use the Software in a manner that violates applicable law and/or the rights of third parties;
- i) to use the Software for the purposes of benchmarking or competitive analysis of the Software, for the development, use or provision of a competing software product or competing services or for any other purpose that is detrimental to Contractor; and/or
- j) to use the Software for or in connection with the planning, construction, maintenance, operation or use of hazardous environments, systems or applications or other safety-critical applications or otherwise to use the Software in a manner that could lead to physical injury or serious damage to property.

3.11 At the Contractor's request, the Customer shall enable the Contractor to verify the proper use of the Software, in particular whether the Customer is using the Software qualitatively and quantitatively within the scope of the right of use acquired by it. To this end, the Customer shall provide the Contractor with information, allow the Contractor to inspect relevant documents and records, and enable the Contractor or an expert appointed by the Contractor and acceptable to the Customer to inspect the hardware and software environment used. If the inspection reveals a not merely insignificant exceeding of the acquired right of use or any other not merely insignificant non-contractual use, the Customer shall bear the costs of the inspection, otherwise the Contractor shall bear the costs. If the Customer uses the Software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of Sensors and users or devices), the Customer shall immediately acquire the rights of use necessary for the permitted use.

4. Obligations of the Customer

4.1 For the setup and operation of the Software, the Customer shall provide the system requirements and the technical setup defined in **Annex Setup**.

4.2 The Customer shall support the Contractor in the provision of the contractual services to a reasonable extent. The Customer shall provide in advance, without being requested to do so, all cooperation services, information, data, files, materials which are necessary for the Contractor to fulfill its contractual obligations. If the Customer fails to cooperate sufficiently and/or causes delay, the Contractor shall not be obliged to fulfill the contractual obligations as long and as far as the Contractor is prevented from fulfilling the contractual obligations due to insufficient and/or delayed cooperation of the Customer. The Contractor shall inform the Customer of its insufficient or delayed cooperation and set a reasonable deadline for subsequent performance. If the Customer nevertheless fails to fulfill his obligations to cooperate, any resulting increases in remuneration, additional expenses (e.g. additional work, cancellation costs, travel expenses) and postponements of deadlines that cannot be avoided by the Contractor shall be borne by the Customer. After fruitless expiration of the grace period, the affected software or service shall be deemed to have been provided or rendered.

4.3 The Customer shall be responsible for (i) adequate security processes, tools and controls for systems and networks interacting with the Software, (ii) maintaining alternative processes in case of lack of availability of the Software, (iii) determining whether the technical and organizational measures of data protection and data security provided by Contractor meet Customer's specific requirements; (iv) adequate internal training of users and provision of internal technical support; and (v) proper backup of all programs and data located on its system environment and of all data transferred to the Software and of all data and work results created with the Software upon commencement of use of the Software and at reasonable regular intervals thereafter.

5. Setup and Services

5.1 Setup and configuration of the Software and initial installation of the Sensors on the respective devices or for an

employee shall be performed by the Contractor in accordance with the contractual agreement.

5.2 Other services, including the migration of Sensors to other devices or, in particular, the transfer to other employees working with other applications, shall be invoiced on a time and material basis at the end of the calendar month in which they are provided, unless otherwise agreed. This shall be invoiced on the basis of the Contractor's time sheets. Unless otherwise agreed, reasonable travel expenses shall be borne by the Customer on a time and material basis and against receipt and shall be invoiced monthly.

5.3 The services to be provided by the Contractor shall include the items explicitly stated in the service description (e.g. setup, training, etc.). Services such as the reengineering of business processes, general consulting other than software support, the solution of problems arising from the quality of the Customer's data or the design or development of applications to create non-existent data or to modify current data shall only be part of the services if this has been expressly agreed.

5.4 Insofar as employees of the Contractor are on the premises of the Customer, they shall comply with safety instructions of the Customer. For this purpose, the Customer shall provide these instructions to the Contractor in writing in advance.

5.5 The Contractor reserves all rights to work results created during the provision of services. This includes in particular software/code, interfaces, methods, processes and templates used, created or modified by the Contractor. The Contractor shall grant the Customer a non-exclusive, non-transferable right of use to such work results for its own purposes in accordance with Sections 3.1 and 3.2 of these GTC.

5.6 Work results created by the Contractor as part of the provision of services for the Customer, in particular customizing/modification of the Software, shall not be covered by the Contractor's standard support, unless such work results are incorporated into the standard software. In principle, such work results can also only be used with the current version/release of the Software at the time of creation. Any upgrade or update may require additional migration services for which a charge will be made.

6. Warranties

6.1 Contractor warrants that the Software and the Services shall be provided by Contractor free of defects and, if used as intended, shall essentially comply with the specifications stated in the documentation. The Services shall be performed according to industry standards by experienced personnel.

6.2 Contractor warrants that the Customer's use of the Software in compliance with these GTC does not infringe any third-party intellectual property rights.

6.3 Technical data, specifications and performance data in public statements, in particular in advertising material, do not in any way represent contractual quality specifications for the Software.

6.4 In the event of defects, the Customer's claims for defects are initially limited to subsequent performance. The Customer shall notify the Contractor in writing of any defects that occur with a description of the defect and request that the defect be remedied. In the event of proven defects, the Contractor shall provide warranty by means of subsequent performance in such a way that the Contractor makes the Software or Service available or provides it again in a defect-free condition or rectifies the defect.

6.5 If the subsequent performance finally fails after two attempts at subsequent performance, the Customer may terminate the affected contract or reduce the remuneration appropriately. The Contractor shall pay damages or compensation for futile expenditure due to a defect within the limits of liability as set out in these GTC.

7. Provision of Software and Services

7.1 The Software shall be provided in accordance with the Service Level Agreement (SLA) of the Contractor, which shall become part of the contract as **Annex SLA**.

7.2 Unless otherwise agreed, Software and services shall not be subject to separate acceptance by the Customer but shall be deemed accepted upon delivery or performance. Software and other work results shall be deemed to have been handed over as soon as they have been installed or made available to the Customer. Services shall be deemed to have been rendered as soon as the respective service has been completed. Support/maintenance, if applicable, shall be deemed to have been provided on a monthly pro-rata basis as time elapses. If acceptance has been contractually agreed and the Customer has not complied with the time or test plan for acceptance or if there is no such test plan or time limit for tests and acceptance, Software and services shall be deemed to have been accepted ten working days after handover.

7.3 The Contractor shall be entitled to use subcontractors or other vicarious agents (collectively referred to as "Subcontractors") to perform its contractual obligations. The Contractor shall ensure that subcontractors are bound by obligations regarding confidentiality and data protection in accordance with these GTC. The engagement of Subcontractors

shall not affect the Contractor's contractual obligations to the Customer. The Contractor shall be liable for any poor performance of a subcontractor as for its own fault.

8. Payment Terms

Unless otherwise agreed, the Software shall be invoiced annually in advance upon delivery. The Customer shall pay invoices within 30 days of the invoice date without discount or other deductions. Unless otherwise agreed, the indication of an order number or purchase order number on the invoice is not a prerequisite for the payment obligation. In the event of late payment, interest on arrears shall be due at the statutory rate.

The prices quoted do not include VAT, sales tax or other taxes. These will be invoiced separately to the Customer, if applicable.

9. Limitation of Liability

9.1 The Contractor shall only be liable for slight negligence, both for its own conduct and for attributed conduct, insofar as essential contractual obligations (cardinal obligations) are violated. In this case the liability is limited to the contract-typical and foreseeable damage. Essential contractual obligations are those obligations whose breach jeopardizes the achievement of the purpose of the contract, whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Customer regularly relies.

9.2 For the aforementioned cases of limited liability, the amount of such liability shall additionally be limited for each case of damage to the amount of the remuneration to be paid annually by the Customer (the remuneration that was paid or would have been paid by the Customer in the last 12 months prior to the occurrence of the damage or, if the contract had not yet been running for 12 months when the damage occurred, the average of the previous remuneration per month x12) and to twice the remuneration to be paid annually by the Customer for all cases of damage occurring in a contractual year.

9.3 The Contractor shall only be liable for indirect and consequential damages as well as for lost profits, additional personnel costs, useless expenses and omitted savings, etc. in the event of intent and gross negligence.

9.4 The limitations of liability shall not apply to claims due to intent and gross negligence, in the event of personal injury, in the event of fraudulent intent, insofar as the Product Liability Act applies, as well as for damages which fall within the scope of protection of an independent guarantee, quality or durability guarantee given by the Contractor, insofar as nothing to the contrary results from the respective guarantee agreement.

9.5 If the Customer violates its obligation to properly back up data, the Contractor's liability for loss of data shall be limited to the amount of the damage that would have occurred even if the Customer had properly and regularly backed up the data.

10. Confidentiality

10.1 Each of the Parties undertakes to treat as confidential all information received within the framework of the contractual cooperation which (a) is marked as "confidential" or "secret" or with an equivalent reference or is verbally designated as confidential; (b) is to be regarded as confidential due to its content; or (c) is derived from confidential information which has been made available; exclusively for the purposes of the contractual cooperation, and to protect it from being disclosed to unauthorized third parties. This confidentiality obligation shall be imposed on all persons entrusted with the execution of this Agreement.

10.2 All Information extracted by the KYP Sensor is by default treated as confidential. Contractor is the sole owner of such data and Contractor will only use it to help Contractor analyzing the data and deriving insights, but not anywhere beyond.

10.3 Excluded from the confidentiality obligation is information which (a) is publicly accessible or subsequently became publicly accessible or was already known to the other party at the time of the conclusion of the contract; (b) was independently and autonomously developed by the other party; (c) was disclosed to the other party by a third party who is not subject to a confidentiality obligation, or (d) must be disclosed due to statutory provisions or official or court orders (in this case, the party concerned shall be informed thereof without undue delay).

11. Data Protection

11.1 The Contractor shall process personal data provided in connection with the creation of an account in relation to the users of the Software (surname, first name, e-mail address, telephone number, password) and personal data relating to the use of the Software (log files). These personal data are processed by the Contractor as the Controller in order to enable the users to use the Software. These personal data are processed for the performance of the contract between the Customer and the Contractor, legal basis is accordingly Art. 6 para. 1 lit. b) GDPR.

11.2 In the course of using the software, the Customer may process personal data of its employees and other data subjects. In this context, the Customer is the Controller and the Contractor is a data processor. This data processing is governed by the Data Processing Agreement between the parties in Annex DPA which shall become part of the contract as **Annex DPA**.

12. Term

The term of the respective individual orders shall be agreed in the respective individual order. Individual orders may be terminated by either party at any time in the event of a material breach of contract by the other party, if the breach of contract is not remedied within 30 days. This period shall commence from the date of delivery of the written notification of the material breach of contract. The Contractor may terminate individual contracts at any time without notice if the Customer is dissolved or liquidated or takes steps to do so and/or if the Customer becomes insolvent or bankrupt.

13. Miscellaneous

13.1 This contract is subject to German law. In the event of any conflicts arising from this contract, the parties undertake to first reach an amicable settlement. Should this not be possible, the parties agree already now on Cologne as general place of jurisdiction.

13.2 Given a short ex-ante notice to the Customer (making any communication through the following emails: legal@alliedglobal.com and Agustin.g@alliedglobal.com), the Contractor shall have the right to publicly state the fact that the Customer uses the Software or is its customer and to use the Customer's name and logo for this purpose in its marketing materials, including on the Internet on its website and/or on its social media pages. Any other use of the Customer's name or logo shall require the Customer's prior consent.

13.3 Given a short ex-ante notice to the Contractor (making any communication through the following emails: frank@kyp.ai and marketing@kyp.ai) the Customer shall also have the right to use Contractors name and logo in its marketing materials, including on the internet on its website and/or on its social media pages officially stating the use of Contractors software.

13.4 All notices under this Agreement shall be in writing and shall become effective upon first delivery.

13.5 The Contractor may make changes to these GTC if these become necessary due to changed circumstances, for example in the event of significant changes in legislation or case law, the relevant market and business environment or due to technical developments and if the changes are reasonable for the Customer. The Contractor shall inform the Customer of the changes in electronic form within a reasonable period of time, at least one month, before the changes come into force. The Customer shall be entitled to object to such changes within 14 days after receipt of the change notification. In the event of an objection by the Customer, the Contractor shall have the right to terminate the contractual relationship extraordinarily without observing a notice period. If the Customer does not object, its consent shall be deemed to have been granted after expiry of the above-mentioned periods. The Contractor shall expressly point out the duration of the period and the significance of its expiry without result when announcing the changes to the GTC.

ANNEX SLA: SERVICE LEVEL AGREEMENT

1. Support

1.1 Support includes assistance and advice to the Customer in solving problems with the use of the Software, including the review, diagnosis and correction of defects and errors of the Software and the provision of bug fixes, corrections, modifications, changes, extensions, upgrades and new versions of the Software (updates) to ensure the functionality of the Software.

1.2 Support and Professional Services do not extend to problems with or damage to the Software to the extent caused by (i) negligence, misuse, or improper operation on the part of Customer; (ii) operation, use of the Software not in accordance with the requirements of the documentation, or failure to comply with the specifications or limitations provided by Contractor; (iii) modifications to the Software not made or approved by Contractor; (iv) acts of third parties; (v) third party products; and/or (vi) force majeure.

1.3 For each request/malfunction report, Contractor will use its best judgment to indicate a priority according to the criteria defined below. Contractor may combine redundant trouble reports by Customer that relate to the same trouble into one trouble report.

1.4 The Contractor shall provide the availability and response times specified below for the support. The response time shall be the time between the first inquiry/fault report by the Customer and the first response by the Contractor. Only time intervals during the availability times are relevant for the response time. Troubleshooting is always done remotely, e.g. via TeamViewer. To enable support and software maintenance, the Customer shall grant the Contractor comprehensive and unrestricted access to the Software.

Support Availability	On working days (except Saturdays) 9:00 - 17:00 (CET) with the exception of public holidays in Poland, English language E-mail: support@kyp.ai
Response Times	Priority 1 (Critical): Functionality of the software does not work as described and thus affects the whole software, response time: 8 hours Priority 2 (Major): Specific functionality of the software affected, but other use of the software not affected, response time: 8 hours Priority 3 (Minor): Functionality of the software not affected, general issue, response time: 48 hours

1.5 The Customer shall define a support coordinator. Only the support coordinator will contact the Contractor regarding support or report faults.

2. Availability

2.1 The Contractor will make the Software available to the Customer in a logically separated account for remote access in a secure system environment. A transfer of the Software to the Customer does not take place.

2.2 The Software is provided to the Customer in its current version/release.

2.3 The Contractor will provide the Customer with the Software with an availability of at least 99.5% of the respective calendar month (hereinafter "minimum availability"). In this context, the Software is available if there is an uninterrupted connection between the servers on which the Software is hosted and the transfer point to the Internet and the Customer is able to log in and access the Software. The minimum availability does not refer to test and development servers.

2.4 The Contractor is entitled to access the Software and Customer's account and the data contained in it in order to verify Customer's compliance with the terms of use of the Software, including the remuneration; to perform diagnostics and analyses; and to adjust and optimize the settings of the Software in order to improve the performance and/or security of the Software, provided that such adjustments do not have a negative impact on Customer's use of the Software. The Contractor is further entitled to collect system/metadata about the use of the Software for use in identifying and correcting potential defects and errors of the Software, for statistical analysis and to support and optimize the development of the Software.

ANNEX SETUP: SYSTEM REQUIREMENTS AND TECHNICAL SETUP

Sensors/Client Software

Minimum requirements are necessary to collect any data from end user machines and reprocess them in the future to help company automate their processes.

Recommended requirements are for a better data collection process. Ensuring their continuity and better understanding of the processes taking place in the company.

Configuration

- KYP.ai software added as trusted to antivirus including used directories – per list below

Process name	location
KYPClient.exe	C:\Users\{user}\AppData\Roaming\KypClient\recorder\KYPClient.exe
KypBootstrapper.exe	{Install dir}\periodicals\bootstrapper\KypBootstrapper.exe
KypAppUtility.exe	{Install dir}\periodicals\activator\KypAppUtility.exe
KypUpdater.exe	{Install dir}\periodicals\updater\KypUpdater.exe
KypSupervisor.exe	C:\Users\{user}\AppData\Roaming\KypClient\supervisor\KypSupervisor.exe
KypPerfGuard.exe	{Install dir}\KypPerfGuard\KypPerfGuard.exe
javaw.exe	C:\Users\{user}\AppData\Roaming\KypClient\jdk-15\bin\javaw.exe
KypAiClient_{specific name and number}.exe	up to the user where the file is called from. During autoupdate installer exe is called by Updater silently and located in {Install dir}!

- Chrome Dev Tools enabled on Desktops machines (port 9222)
- One Agent installed per one User only for optimal performance.
- User should not log in to multiple machines (VDI/Desktop machine/VM/Terminal) at the same time with the KYP agent installed using the same Credentials.
- KYP.ai client installed and running on local admin rights
- Network ports available - not used by other software: 443, 5000 (localhost), 5007 (localhost)
 - If the server installation is done in premises: server address will be delivered by the IT administrator
 - If the server is done by KYP on cloud -> server address will be delivered to you by one of the KYP employees
- No proxy used for internal localhost to localhost communication
- PowerShell execution enabled

Software

- Microsoft C++ redistributable installed/updated (comes with KYP installation package)
- Operating system: Windows 10
- Required browser is Chrome

- Service account created by Domain Administrator (if applies) with never expiry password and bypass PowerShell Execution Policy. Added to local admin group. Used to run KYP services.

End-User Desktop specification

- Disk – minimum 5 GB HDD, preferred flash storage
- RAM – minimum 1 GB DDRAM/vRAM (recommended - 2 GB DDRAM/vRAM) available for KYP Client software,
- Network access to the server on port 443 (https)

Network

- minimum 10 Mbit link (recommended - permanent network link – 100 Mbit)
- bandwidth – per sizing calculation

Frontend respectively Web Application

- Web application to be used via Chrome Browser

Server Requirements (in case of Server hosted in Customers Infrastructure)

As a base KYP need 1 machine with below requirements. It can be setup as physical machine or Virtual machine in cloud provider. All components will run on this machine as a docker containers. With more data delivered by 1000+ users more than one machine is needed. Please calculate accordingly or contact KYP team

Additional components like Web Application Firewall etc can be added to the setup. Configuration for OPS monitoring purpose (without screenshot processing):

No. of users	< 30 users	30 – 300 users	300 – 1000 users
Processor	4 vCPU	8 vCPU	16 vCPU
Memory	16 GB	32 GB	64 GB
Storage	400 GB	3,8 TB	11 TB

Configuration for Process Discovery / PoC purpose (with screenshot processing):

No. of users	< 30 users	30 - 300 users	300 - 1000 users
Processor	4 vCPU	8 vCPU	16 vCPU
Memory	32 GB	64 GB	128 GB
Storage	400 GB	7,7 TB	25 TB

Network

- Available ports:

- 443 - for desktop connectivity (data delivery) and application access
- 5432 - only localhost to localhost communication - DB access
- Optional 80 - only if needed for redirect to https
- Internet access on the server for installation time (OS packages)
- Optional for data collection monitoring outbound communication port to email server on port 587/465
- Optional for LDAP/Active Directory communication - port 389/636

Software

- Operating system - Enterprise Linux Server
- Access to the server by user with root rights granted
- Remote access to server ssh console for KYP.ai server installation

Cloud providers example machines:

Provider	AWS	GCP	OVH	Azure
Minimum	m4.xlarge	n2-standard-16	VPS Elite 16GB	D4ds_v5
Optimal	m4.2xlarge	n2-standard-32	VPS Elite 32GB	D8ds_v5

Installed tools

Following list contain necessary tools which need to be installed on the server before KYP installation process, needed to run during this process.

Tool	Version
Wget	1.14
Curl	7.29.0
Zip	3.0
Unzip	6.0
Htop	2.2.0
ctop	0.7.5
mc	4.8.7
docker	1.13.1
docker-compose	1.25.5
logrotate	3.8.6
vim	7.4
net-tools	latest

ANNEX DPA: DATA PROCESSING ADDENDUM

1. Preamble

kyp.ai GmbH ("Contractor") provides the KYP.ai Software for process analysis and optimization to the Customer as SaaS. The Customer's usage of the Software includes the processing of personal data by the Contractor on instruction of the Customer.

This Data Processing Addendum ("DPA") specifies, as part of the main contract, the obligations of both parties to comply with applicable data protection law, in particular the requirements of the EU General Data Protection Regulation ("GDPR").

2. Scope and Instructions

2.1 The Contractor shall process personal data on behalf of the Customer. The subject of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects are specified in the main agreement and in Schedule A to this DPA.

2.2 The Contractor may process data of data subjects only within the scope of the Main Agreement and the documented instructions of the Customer. The instructions shall initially be determined by the Main Agreement and may thereafter be amended, supplemented, or replaced by the Customer in text form. Verbal instructions shall be confirmed by the Customer in text form without delay.

2.3 Unless otherwise instructed by the Customer, the data processing shall take place exclusively within the European Union or the EEA. Any relocation of the data processing to a third country outside the European Union or the EEA shall require the express consent of the Customer.

2.4 If the Contractor is obliged to process personal data under the law of the Union or the Member State to which the Contractor is subject, the Contractor shall inform the Customer thereof in writing prior to the respective processing, unless the law prohibits such information for important reasons of public interest. In the latter case, the Contractor shall inform the Customer without undue delay as soon as this is legally possible for the Contractor.

2.5 The Contractor shall inform the Customer immediately if it is of the opinion that an instruction violates applicable laws. The Contractor may suspend the implementation of the instruction until it has been confirmed or amended by the Customer.

3. Technical and Organizational Measures

3.1 The Contractor undertakes vis-à-vis the Customer to comply with the technical and organizational measures required to comply with the applicable data protection regulations. This includes in particular the requirements of Art. 32 GDPR.

3.2 The status of the technical and organizational measures existing at the time of the conclusion of this DPA is documented in **Schedule B** to this DPA. The Parties agree that changes to the technical and organizational measures may be necessary in order to adapt to technical and legal circumstances. The Contractor reserves the right to change the security measures taken, but it must be ensured that the contractually agreed level of protection is not undercut. The Customer may request a current overview of the technical and organizational measures taken by the Contractor at any time.

4. Data Subject Rights

4.1 The Contractor shall support the Customer within the scope of its possibilities in fulfilling the requests and claims of data subjects pursuant to Chapter III of the GDPR (in particular information, correction, blocking or deletion). Insofar as the cooperation of the Contractor is necessary for the protection of data subject rights by the Customer, the Contractor shall take the measures required in each case in accordance with the instructions of the Customer. The Contractor shall support the Customer as far as possible with suitable technical and organizational measures in fulfilling its obligation to respond to requests for the exercise of data subject rights.

4.2 The Contractor may only provide information to third parties or the person concerned with the prior consent of the Customer. The Contractor shall immediately forward any inquiries addressed directly to it to the Customer.

5. Other Obligations of the Contractor

5.1 The Contractor shall inform the Customer without undue delay, at the latest within 24 hours, if it becomes aware of any personal data breach related to the personal data processed on the Customer's instruction.

5.2 In connection with the processing, the Contractor shall support the Customer in creating and updating the register of processing activities and, if necessary, in conducting a data protection impact assessment. All required information and documentation shall be made available to the Customer without undue delay upon request.

5.3 If the Customer is subject to inspection by supervisory authorities or other bodies or if data subjects assert rights against it, the Contractor undertakes to support the Customer to the extent necessary insofar as the processing under the contract is affected.

5.4 The persons employed by the Contractor for processing have committed themselves in writing to confidentiality, have been familiarized with the relevant provisions of data protection and are instructed and monitored appropriately on an ongoing basis with regard to compliance with data protection requirements.

5.5 The Contractor shall assist the Customer in complying with the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to it.

6. Rights and Obligations of the Customer

6.1 The Customer alone is responsible for assessing the permissibility of the instructed processing and for safeguarding the rights of the affected data subjects.

6.2 The Customer shall be entitled to audit and inspect the Contractor's compliance with the provisions on data protection and the contractual agreements to a reasonable extent itself or through third parties. The persons entrusted with the control shall be given access and insight by the Contractor to the extent necessary and possible. The Contractor shall be obliged to provide the necessary information, demonstrate processes, and provide evidence required to carry out an audit or inspection. Inspections at the Contractor's premises shall be carried out without any avoidable disruptions to business operations. Unless otherwise indicated for urgent reasons to be documented by the Customer, inspections shall take place after reasonable advance notice and during the Contractor's business hours and not more frequently than every 12 months.

7. Sub-Processors

7.1 The commissioning of sub-processors by the Contractor shall only be permissible with the consent of the Customer. The Customer consents to the engagement of sub-processors in accordance with the Sub-Processor Overview, attached hereto as **Schedule C** to this DPA. The Sub-Processor Overview also defines the process for future changes to sub-processors.

7.2 The Contractor shall carefully select sub-processors and check before commissioning that they can comply with the agreements made between the Customer and the Contractor. In particular, the Contractor shall check that all sub-processors have taken the technical and organizational measures for the protection of personal data required under Art. 32 GDPR.

7.3 Services which the Contractor uses from third parties as a purely ancillary service in order to carry out the business activity shall not be regarded as subprocessing relationships within the meaning of this Data Processing Agreement. This includes, for example, cleaning services, pure telecommunications services without any specific reference to services that the Contractor provides for the Customer, postal and courier services, transport services and guarding services.

7.4 The commissioning of sub-processors shall not affect the contractual and data protection obligations of the Contractor towards the Customer. The Contractor shall be liable for acts and omissions of its sub-processors as if they were its own acts or omissions.

8. Deletion and Return of Personal Data

8.1 Copies or duplicates of the data will not be made without the knowledge of the Customer. Excluded from this are security copies, insofar as they are necessary to ensure proper data processing, as well as data that is required with regard to compliance with statutory retention obligations.

8.2 Upon expiry/termination of the Main Agreement or earlier upon request by the Customer, the Contractor shall hand over the personal data processed on instruction of the Customer to the Customer or delete the data in accordance with data protection requirements.

8.3 Documentation that serves as proof of the orderly and proper data processing shall be retained by the Contractor in accordance with the respective retention periods beyond the expiry/termination of the Main Agreement.

SCHEDULE A: DESCRIPTION OF THE PROCESSING

Controller and Processor

The Customer is a data controller within the meaning of the GDPR and uses the KYP.ai Software as SaaS in order to analyze and optimize its internal processes. Data collected locally from local computers or VMs is transferred to the Server, where the data is stored, aggregated and analyzed. The results and analyzes are presented to the Customer via the Frontend. Both Server and Frontend are provided as Software as a Service (SaaS) to the Customer.

Data Subjects

The personal and business data processed on instruction concerns employees of the Customer whose processes or activities are being analyzed as well as the data the employees are processing.

Data Categories

The personal data processed on instruction belong to the following categories of data:

- Surname and first name;
- Job title;
- Employee number;
- Email address;
- Device information;
- Data on the analyzed activity of the respective employee,
- other data provided to the Contractor by the Customer for the performance of its services or collected by the Contractor for the Customer in the course of the performance of the Contractor's services.

Special Categories of Personal Data

The personal data processed on instruction of the Customer do not regularly include special categories of personal data pursuant to Art. 9 GDPR (e.g. health data), unless such special categories of personal data are made available to the Contractor by the Customer for the performance of the Contractor's services or are collected by the Contractor in the course of the performance of its services on the instruction and on behalf of the Customer.

Subject and Duration of Processing

The personal data processed on instruction shall be processed for the performance of the Contractor's services agreed in the Main Agreement. The data shall be processed on the instructions of the Customer as defined in this Data Processing Agreement. The data shall be deleted, as defined above, at any time upon instruction of the Customer. The data will be deleted upon expiry/termination of the Main Agreement. The Customer may export the data at any time. The duration of the processing and the term of this Data Processing Agreement correspond to the duration/term of the Main Agreement.

SCHEDULE B: TECHNICAL AND ORGANIZATIONAL MEASURES

The following technical and organizational measures within the meaning of Art. 32 GDPR have been taken by the Contractor:

1. CONFIDENTIALITY

1.1 Physical Access Control Hosting/Data Center

The KYP.ai Software is hosted either on-premise at the Customer or in data centers provided by the Customer or by KYP.ai, as defined in the Order Form. For a detailed documentation of the technical and organizational data security measures taken in data centers provided by KYP.ai and any relevant certifications in the field of information security please refer to the documentation of the respective data center provider (e.g. for AWS <https://docs.aws.amazon.com/whitepapers/latest/aws-overview/security-and-compliance.html>) or contact KYP.ai for such documentation.

1.2 System Access Control

To gain access to IT systems, users must have the appropriate access authorization. To this end, corresponding user authorizations are issued by administrators. However, this is only done if requested by the respective supervisor.

The user is then given a username and an initial password, which must be changed the first time the user logs in. The password defaults include a minimum password length of 8 characters, where the password must consist of upper/lower case letters, numbers, and special characters.

Passwords are changed every 90 days. Exceptions to this are passwords with a minimum length of 32 characters. Here, an automatic password change is not indicated.

A password history is stored. This ensures that the past 10 passwords cannot be used again. Incorrect login attempts are logged. If the wrong password is entered 3 times, the respective user account is blocked.

Remote access to IT systems of the Contractor always takes place via encrypted connections.

An intrusion prevention system is in use on the servers. All servers are protected by firewalls that are always maintained and supplied with updates and patches.

Access by servers and clients to the Internet and access to these systems via the Internet is also secured by firewalls. This also ensures that only the ports required for the respective communication can be used. All other ports are blocked accordingly.

All employees are instructed to lock their IT systems when they leave them. Passwords are always stored in encrypted form.

1.3 Data Access Control

Authorizations for IT systems and applications of the Contractor are set up exclusively by administrators.

Authorizations are always granted according to the need-to-know principle. Accordingly, only those persons are granted access rights to data, databases or applications who maintain and service these data, applications or databases or are involved in their development.

The prerequisite is a corresponding request for authorization for an employee by a supervisor. The request can also be submitted to the HR department.

There is a role-based authorization concept with the option of differentiated assignment of access rights, which ensures that employees receive access rights to applications and data depending on their respective area of responsibility and, if necessary, on a project basis.

Employees are generally prohibited from installing unauthorized software on IT systems.

All server and client systems are regularly updated with security updates.

1.4 Separation

All IT systems used by the Contractor for customers are multi-client capable. The separation of data from different customers is always guaranteed.

1.5 Pseudonymization & Encryption

Administrative access to server systems is always via encrypted connections.

In addition, data on server and client systems may be stored on encrypted data carriers and corresponding hard disk encryption systems can be in use based on Customer demand.

2. INTEGRITY

2.1 Input Control

The entry, modification and deletion of personal data processed by the Contractor on instruction is always logged.

Employees are obliged to always work with their own accounts. User accounts may not be shared or used jointly with other persons.

2.2 Transfer Control

A transfer of personal data, which takes place on behalf of a customer, may in each case only take place to the extent as agreed with the customer or insofar as this is necessary for the provision of the contractual services for the customer.

All employees working on a customer project are instructed with regard to the permissible use of data and the modalities of data disclosure.

As far as possible, data is transmitted to recipients in encrypted form.

The use of private data carriers is prohibited for employees of the Contractor in connection with customer projects.

Employees of the Contractor are regularly trained on data protection topics. All employees are committed to confidential handling of personal data.

3. AVAILABILITY AND RESILIENCE

Data on the Contractor's server systems is backed up incrementally at least daily and "fully" weekly. The backup media are encrypted and moved to a physically separate location.

The import of backups is tested regularly.

The IT systems have an uninterruptible power supply. The server room is equipped with a fire alarm system and a CO2 extinguishing system. All server systems are subject to monitoring, which immediately triggers messages to an administrator in the event of malfunctions.

The Contractor implemented an emergency plan, which also includes a business continuity and disaster recovery plan.

4. ORDER CONTROL

Unless instructed otherwise by the Customer, the KYP.ai Software is hosted in the European Union.

The Contractor designated a data protection officer.

When external service providers or third parties are involved, a data processing agreement is concluded in accordance with the requirements of the applicable data protection law after a prior audit by the Contractor. Any external contractors are also regularly monitored during the contractual relationship.

5. PRIVACY BY DESIGN AND PRIVACY BY DEFAULT

KYP.ai makes sure that the principle of necessity is already taken into account in connection with user interfaces during the development of the Software. For example, mandatory fields can be provided, or fields can be deactivated.

6. PROCEDURES FOR REGULAR REVIEW, ASSESSMENT AND EVALUATION

KYP.ai implemented a comprehensive data protection management system, including detailed policies on data protection and information security.

A Data Protection and Information Security Team has been established to plan, implement, evaluate and adjust measures in the area of data protection and information security. All implemented measures and all policies are regularly evaluated and adjusted with regard to their effectiveness.

In particular, it is ensured that data protection incidents are recognized by all employees and are reported to the Data Protection and Information Security Team without undue delay. The Data Protection and Information Security Team will immediately investigate every incident. If data is affected that are processed on instruction of clients, it is ensured that the respective clients are informed about the type and extent of the incident immediately.

SCHEDULE C: LIST OF SUB-PROCESSORS

KYP.ai uses the following sub-processors in the performance of the services under the Main Agreement:

Sub-Processor	Services of the Sub-Processor	Processing Location
Hosting Provider defined in the Order Form (if provided by KYP.ai)	Hosting of the KYP.ai Software (IaaS)	as defined in the Order Form
KYP.ai Sp. z o.o., Tychy, Poland	Service/Support	Poland

The Contractor may terminate the commissioning of individual sub-processors or commission additional sub-processors. When commissioning additional sub-processors, the Contractor shall inform the Customer electronically about the planned use of the additional sub-processor at least 30 days prior to its use. If the Customer has a material reason to object to the use of a sub-processor, the Customer shall notify the Contractor thereof in writing no later than 15 days after being informed of the planned use of the sub-processor, stating the material reason. If the Customer does not object within this period of time, the use of the additional sub-processor shall be deemed approved by the Customer.

If Customer objects, Contractor may cure the objection as follows: (1.) Contractor shall not use the additional sub-processor for the processing of Customer's Personal Data; or (2.) Contractor shall take steps to eliminate the substantial reason for Customer's objection; or (3.) Contractor may temporarily or permanently cease providing the aspect of the Service affected by the use of the additional sub-processor to Customer and refund to Customer any compensation already paid in advance for the provision of the aspect of the Service. If none of these three options is feasible and the objection has not been remedied within 15 days after receipt of the objection, either party may terminate the contract extraordinarily with reasonable notice.

ANNEX USAGE: WHITE LABEL BRANDING

Service Description

Contractor will provide a white label version of their existing web-based Productivity 360 platform.

White Label Branding

Contractor platform branding to incorporate Customer's logo. If hosted by the Contractor, the standard server URL will appear with Customer's selected word as a subdomain of Arvato unless Customer requests a custom URL. Custom or 'vanity' URLs are available upon request. Customer is responsible for clearing any privacy rights, copyright, trademark or other intellectual property concerns connected with a custom URL as well as securing the URL via a registrar service. A copyright notice with Contractor's details and Terms of Service shall appear on the White Label platform.

Restrictions

1. (Where hosted by Contractor) one server instance per client with <5000 connected desktop sensors.
2. Customer shall not
 - a. decompile, reverse engineer, or otherwise attempt to obtain the source code for Contractor-provided software;
 - b. sublicense or allow any third party (other than third-party contractors, for whom Customer shall be wholly responsible) to use software, except pursuant to the normal operation of the Platform;
 - c. use of Contractor name or proprietary logo(s) without Contractor's prior written consent;
 - d. use of Contractor-provided software for any purpose other than the operation of the platform; or
 - e. use the platform for illegal or fraudulent use.

All Intellectual Property remains the property of Contractor. All data is owned by Customer.

Further Information

For further information about this or any of our G-Cloud services, please contact us as follows:

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