Prevent & Protect Cloud

Terms and Conditions

1 Preamble

1.1 Infographics is a specialist computer software developer and has developed specific Software which it has deployed in a Cloud Environment to support the resource management needs of UK Fire and Rescue Services.

1.2 The Customer operates a Fire and Rescue Service, who will be the Software user, based in XXXX.

1.3 Infographics has agreed to grant the Customer and its Users the right to access and operate the Software under the terms of this Agreement.

1.4 Infographics has agreed to provide Services to maintain and make the Software available for the Customer's use during the Subscription Term.

1.5 The Customer acknowledges that this Agreement is a software as a service "**SaaS**" agreement and Infographics shall not deliver copies of the Software to the Customer as part of the SaaS Service.

1.6 Infographics acknowledges that the Customer may be subject to transparency obligations which require it to publish certain contract information and materials. Accordingly, subject to Clause 2.6.1 and except where the Customer can legally exclude information that is confidential, commercially sensitive, or deemed not in the public interest to disclose, Infographics consents to the Customer publishing this Agreement and its schedules, including any from time-to-time agreed changes to this Agreement.

1.6.1 Before publishing the Agreement, the Customer shall consult with Infographics in good faith to agree on any redactions (such agreement not to be unreasonably withheld or delayed by either Party); and

1.6.2 Infographics shall provide reasonable assistance at no additional cost to the Customer to enable the Customer to publish the Agreement.

1.7 This Agreement shall become effective on the Commencement Date and shall continue in force during the Subscription Term until the Termination Date specified in Clause 4.1 or until it is otherwise terminated under Clause 15.

2 Key Definitions

In this Agreement, the following words have the meanings set out below (unless the context or otherwise provides or requires):

"Agreement" means this Agreement and its Schedules;

"Bribery Act" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

"Cloud Environment" means the underlying Microsoft Azure platform used to support the operation of the Software;

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer" all take the meaning given in the relevant GDPR legislation;

"Critical Infrastructure Fault" means an issue with the Supported Environment that results in complete failure of the Software, rendering the Software inaccessible or inoperable;

"Customer Applications" means Customer or third-party applications which interact directly with the Software;

"Customer Data" means:

a) any Personal Data for which the Customer is the Data Controller; and/or
b) the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) embodied in any electronic, magnetic, optical or tangible media and which are:
    i. supplied or communicated to Infographics by or on behalf of the Customer under this Agreement;
    ii. input into Customer IT systems or Infographics IT system by the Customer or the Customer's representatives; or
    iii. Infographics must access, generate, process, store, or transmit under this Agreement, whether on the Customer IT systems or Infographics IT systems.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Legislation" means to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the processing of Personal Data and privacy;

"Data Security Breach" means any breach of security or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

"Data Subject Request" means a request made by, or on behalf of, a Data Subject following rights granted under the Data Protection Legislation to access their Personal Data;

"Data Loss Event" means: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement or actual or potential loss or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

"DPP": Schedule G, the Data Processing Protocol, forms part of this Agreement and specifies how and what Data will be made available by the Customer acting as Data Controller and how Infographics acting as Data Processor will receive, secure and process it during the lifetime of this Agreement;

"Enhancement Request" means a request by the Customer for improvements to the functionality of the Software, which Infographics will action as described in the Service Level Document Schedule C;

"Emergency Support" means the optional extension to Support described in Schedule F, that provide an immediate response to Critical Faults arising outside the standard Service Window;

"Emergency Support Fee" means charges by Infographics for the provision of Emergency Support;

"Emergency Telephone Numbers" are the prioritised set of mobile telephone numbers, described in Schedule F and as updated by written notice to the Customer from time to time, used to initiate Emergency Support;

"Emergency Support Checklist" means the checklist in Schedule F of this Agreement which must be completed by the Customer prior to the initiation of an Emergency Support request through the appropriate communication channel with Infographics;

"**Ethical and Legal Policies**" means those business practices and policies described in Ethics Policies and which shall apply to Infographics' performance of its obligations under this Agreement;

"EU GDPR" the General Data Protection Regulation ((EU) 2016/679). the LED and any applicable national implementing Laws as amended from time to time about the processing of personal data and privacy;

"Force Majeure" means any event beyond the control of a Party or which it would be unreasonable to expect a Party to control, other than circumstances and consequences that would have been avoided had the failing Party taken reasonable precautions (which it did not take) which, having regard to all matters known to it before the occurrence of such circumstance and all relevant factors, it should reasonably have taken. Such events include any act of God, terrorism, war, national emergency, insurrection, riot, labour dispute affecting a third party (for which a substitute is not readily available), severe weather conditions or governmental interference;

"Fully Operational" means the Software substantively meets the Specification, meets relevant warranties under this Agreement, can carry out the required functions set out in the Specification and is free of viruses and Critical Software Defects. Infographics does not guarantee that the Services will be free from all errors or interruptions or that all errors shall be corrected or that Services will operate in combination with your content, third party applications or systems not provided by Infographics;

"Infographics Personal Data" means Personal Data that Infographics processes in connection with this Agreement, in its role as a Controller;

"Intellectual Property" means copyright, patents, trademarks, trade secrets, registered designs, database rights, know-how, rights in domain names, moral rights, the right to sue for passing off and all other legal and beneficial intellectual and industrial property and similar rights of all types under the laws of any governmental authority in any jurisdiction no matter what such rights may be known as, in any particular country in the world and including all renewals, applications and registrations relating to any of the preceding;

"**Information Laws"** means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the UK General Data Protection Regulations (the UK GDPR) and the Data Protection Act 2018 (the DPA2018) and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;

"Joint Controllers" means where two or more Controllers jointly determine the purposes and means of processing;

"Law" means any applicable law and regulations in force from time to time;

"LED" means the Law Enforcement Directive *(Directive (EU) 2016/680)*;

"Minimum Subscription Term" means five years starting from the Commencement Date;

"Multiplexing" is when customers use hardware or software to pool connections, reroute information, or reduce the number of devices or Users that directly access or use a product. Multiplexing can also include reducing the number of devices or Users that a product directly manages. Multiplexing does not reduce the number of authorised Users of the Software. Users must have the appropriate authorisation, regardless of their direct or indirect connection to the product. Any User or device that accesses the server, files, or data or content provided by the server made available through an automated process is considered to be a User of the Software. Certain circumstances do not add to the Customers authorised User count. Generally, suppose files, data, or content are available because of manual activity (a person uploading a file onto a server or emailing the file). In that case, users or devices accessing those manually transmitted files are not counted as Users of the Software;

"Order Date" is the date that an order is received by Infographics directly from the Customer or via a third party;

"Party" means a Party to this Agreement;

"Personal Data" means personal data that Infographics processes in connection with this Agreement, in its capacity as a Processor on behalf of the Customer;

"Problem" means any failure of the Software to remain Fully Operational;

"Processor Personnel": means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of the Processor's obligations under the Data Processor Schedule (DPS) appended as Schedule G;

"Prohibited Act" means:

a) directly or indirectly offering, promising or giving any person working for or engaged by the other Party financial or other advantages that might:
   i. induce that person to perform a relevant function or activity improperly; or
   ii. reward that person for improper performance of a relevant function or activity;

b) directly or indirectly requesting, agreeing to receive, or accepting any financial or other advantages as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

c) committing any offence:-
   i. under the Bribery Act;
   ii. under legislation related to criminal or fraudulent acts;
   iii. at common law concerning fraudulent acts relating to this Agreement or any other contract of the Parties; or
   iv. defrauding, attempting to defraud or conspiring to defraud the Customer; or committing an offence under subsection (2) of section 117 of the Local Government Act 1972

"Protective Measures" means appropriate technical and organisational measures, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilient systems and services that promptly restore the availability of and access to Personal Data after an incident, and the regular assessment and evaluation of the effectiveness of such measures;

"Premises" means the location of the installed, operational Server Software as set out in Clause 22;

"Representative" means any employee, officer, director, worker, agent or service provider engaged by a Party in connection with the services, including any Sub-Contractor employees, partners/directors;

"**Services**" means collectively the Infographics internet-accessible Software, Cloud and Support made available to the Customer over a network on a term-use basis. The Software modules available are identified in a in Schedule A hereof as amended from time to time by written agreement of the parties, together with associated documentation and materials specified from time to time by Infographics for use the Software, or any module, part, version or new release thereof, and any copies thereof;

"Services Environment" means the combination of hardware and software components, owned, licenced, or managed by Infographics to which Infographics grants access and usage rights to the Customer and its Users under this SaaS Agreement;

"Service Window" means 9.00 am to 5.00 pm GMT/BST each working day;

"Software" means the computer software made available to the Customer under this SaaS Agreement, including any supporting documentation, updates, or new versions;

"Specifications" has the meaning set out in Clause 21 Schedule A as changed from time to time;

"Sub-processor" means any third party appointed to process Personal Data on behalf of that Processor related to the DPS;

"Subscription Term" means that period specified in Clause 4 during which the Customer will have on-line access and use of the Software under this Agreement;

"Supported Environment" means the technical environment set out in Schedule E, as changed from time to time;

"Support" means the technical services performed by Infographics to maintain and update the Software and the Supported Environment under this Agreement and described in Schedule B;

"Subscription Fee(s)" means the annually recurring charge(s) set by Infographics for its provision of the Services set out in Schedule D;

"Termination Date" means this Agreement's natural expiry date, described in Clause 4, or its earlier termination as described in Clause 15;

"User(s)" means specific employees, contractors or other persons whom the Customer authorises and assigns a unique login account name and password to access and use the Software under the terms of this Agreement. Although the data related to User accounts that have been deactivated may remain in the Software database, those inactive Users will not be included in the number of Users authorised by the Customer. For Cloud Services that are specially designed to allow Customer suppliers or other third parties to interact directly with the Software, such third-party systems and individuals shall be considered Users of the Service.

"Working Day" means 9 am – 5 pm any day from Monday to Friday inclusive, excluding public or bank holidays in England;

"You" refers to the individual or persons signing this Agreement on behalf of the Customer.

2.1 In this Agreement, unless the context otherwise requires:

2.1.1 any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be interpreted as illustrative, and the words following those terms shall not limit the sense of the words preceding those terms;

2.1.2 where appropriate, words denoting the singular include the plural, words that indicate any gender include every gender, words denoting persons include bodies corporate and unincorporated, and references to the whole include the part and, in each case, vice versa;

2.1.3 any obligation on a person not to do something includes an obligation not to agree, permit, allow or acquiesce in that thing being done;

2.1.4 references to the parties are to the Parties to this Agreement, and a reference to any Party or any other person shall be construed to include its respective successors and permitted transferees and assigns and any person it may amalgamate with;

2.1.5 references to Clauses and Schedules refer to the clauses of and schedules to this Agreement;

2.1.6 headings do not affect the interpretation of this Agreement; and

2.1.7 a reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bylaws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions (together with any conditions attaching to any of the preceding) made thereunder.

2.2 List of Schedules to this Agreement:

- Schedule A Software Modules and Users
- Schedule B Support and Maintenance
- Schedule C Service Level Document
- Schedule D Subscription and Consultancy Fees
- Schedule E Supported Environment
- Schedule F Emergency Support
- Schedule G Data Protection and GDPR Protocol
- Schedule H Ethics and Conduct Policies

3 Term of Agreement

3.1 With effect from the Commencement Date, and in consideration of payment by or on behalf of the Customer of the relevant Subscription Fee(s), Infographics shall deliver Services in accordance with the terms of this Agreement.

The Customer shall pay Infographics' Subscription Fees for a minimum of five years (the "Minimum Subscription Term"). Thereafter the subscription shall continue to renew annually for successive twelve-month Subscription Periods until or unless either Party delivers written notice of cancellation to the other Party at least 90 days prior to the expiration of the then current annual Subscription Period.

3.2 On receipt of the Customer's written notice of cancellation in accordance with Clause 4.1, this Agreement shall terminate at the end of the then current Subscription Period – the Termination Date.

3.2.1 Upon termination of the Agreement, Infographics shall ensure that all documents, data and/or computer records in its possession, custody or control relating the Customer's operation of the Software are delivered up to the Customer or securely destroyed as required by the Data Protection and Data Processor obligations described in the Data Processor Protocol, Schedule G.

4.2.2 Providing that the Agreement is terminated in accordance with this Clause 4, and that the Customer requests assistance no later than six months before the Termination Date, Infographics' shall assist the Customer to migrate its Data onto another system. Infographics shall meet this obligation by providing the Customer with a copy of the Customer Data associated with the Customer's use of the Software in a generic file format.

4.2.3 In assisting with the transfer of Customer Data as described in Clause 4.2.2, Infographics shall comply with applicable Data Protection Legislation and the Data Processor Protocol, Schedule G. The Customer shall be charged at Infographics then standard rates for such a service.

4 Rights Granted

4.1 During each Subscription Period, and subject to the Customer's payment obligations, and except as otherwise set out in the Agreement, Infographics grants to the Customer a nonexclusive, non-assignable, royalty free, worldwide limited right to access and use the Services, including anything developed by Infographics and delivered as a part of the Services, solely for its internal business operations and subject to the terms of this Agreement. The Customer may authorise up to the number of Users specified in Schedule A to access the Software and use the Services for this purpose and the Customer accepts responsibility for User-compliance with this Agreement.

4.2 The Customer does not acquire under this Agreement any right or licence to use the Services, including the Services Environment, in excess of the extent and duration of this Agreement. The Customer's rights to access and use the Services shall end on the Termination Date.

4.3 This Agreement shall not:

4.3.1 Confer on the Customer any interest in the copyright or any other intellectual property right in the Software;

4.3.2 constitute the Customer as an agent of Infographics for any purpose whatsoever; or

4.3.3 preclude Infographics from granting similar or other rights to any third party as Infographics may think fit.

4.4 The Customer shall not obtain, derive, extract, or modify the software's source code in the course of its use.

4.5 Use of the Software is licensed hereunder for the sole benefit of the Customer. The Customer shall not, directly, or indirectly, hire, give, lend, lease or licence the Software or access to it in any manner or to any extent to any third party except as permitted under the terms of this Agreement.

4.6 The Customer shall be permitted to contract with third-party service providers to operate the Software to provide services to or on behalf of the Customer; Infographics shall regard such usage as use by the Customer. However, use of the Software to provide any bureau service or similar service not related to the Customer's business operations requires Infographics' prior written agreement, which may be subject to such conditions as Infographics may think fit.

4.7 The Customer shall be entitled to provide its clients or other external organisations from time to time with access to the Software to carry out work related to the Customer's business operations and, in so doing, shall be entitled to allow its clients use of the Software.

4.8 The Customer shall be entitled to authorise and allocate access credentials to up to the number of named Users shown in Clause 20 Schedule A. The Customer can purchase additional User authorisation bundles or Software application modules at the then-current prices. Clause 42 Schedule D lists the prices which apply at the Commencement Date.

4.9 Initially, the Cloud Hosting for the Services shall be at the location shown in Clause 22 Schedule A.

5 Copies of Documentation

5.1 The Customer may copy the documentation and manuals describing the Software for the Customer's own internal use, either in whole or in part, provided such copies contain the copyright notices required by Infographics. The Customer agrees to treat such copies, including those modified or customised, as confidential materials and subject to the provisions on confidentiality contained in Clause 7.

6 Software Confidentiality

6.1 The Customer shall treat the Software as confidential, proprietary information and trade secrets that the Customer will receive in confidence. The Customer shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, any confidential information in the Software to any third parties except to its employees, temporary staff, contract staff, third party consultants, professional advisors and agents who need to know or are otherwise permitted under the Agreement terms. The Customer shall not copy the design, or the trade secrets embodied in any part of the Software. The Customer agrees not to disassemble, reverse engineer, or attempt to determine the internal methods of the Software.

6.1.1 Aspects of the Software that are trade secrets include but are not limited to the series of instructions or statements which comprise the computer programs, system logic flow, coding technique and routines. The obligations expressed within this Clause 7 shall survive termination of this Agreement.

6.1.2 The provisions of this Clause 7.1 shall not apply to any information which:

- was rightfully in possession of the Customer before the commencement of negotiations leading to this Agreement;
- is already public knowledge or becomes so at a future date (otherwise than by breach of this Clause 7);
- is legally acquired from a third party by the person to whom it is disclosed; or
- is required to be disclosed to other parties by law or any government authority.

7 Freedom of Information

7.1 Infographics acknowledges that the Customer is subject to the requirements of the Information Laws and shall assist and fully and promptly cooperate with the Customer to enable the Customer to comply with its information disclosure obligations.

7.2 Infographics shall co-operate promptly with the Customer's reasonable requests for assistance in complying with its disclosure obligations under the Information Laws, provided that where the Customer receives a request for information relating to this Agreement which the Customer reasonably considers to be commercially sensitive and/or confidential, where reasonably practicable, the Customer shall not disclose the same without first:

7.2.1 Notifying Infographics; and

7.2.2 Allowing Infographics such reasonable opportunity as it considers appropriate (taking into account timescales set by law) to make representations to the Customer as to disclosure of such information.

7.2.3 Notwithstanding any other provision of this Agreement, the Customer shall have absolute discretion as to whether or not to apply any exemptions under the Information Laws.

7.3 Notwithstanding any other provision of this Agreement, the Customer shall have absolute discretion as to whether or not to apply any exemptions under the Information Laws.

7.4 In no event shall Infographics respond directly to a request for information unless expressly authorised to do so by the Customer or it is required to do so by Information Law.

8 Customer's Information and GDPR

8.1 Infographics shall treat all information supplied by the Customer in connection with this Agreement and information relating to the business of the Customer, its staff, and clients as confidential.

8.2 Infographics shall not divulge any confidential information to any person except its employees and then only to those employees who need to know about this Agreement. Furthermore, infographics shall ensure that its employees are aware of and comply with this Clause 9.

8.3 Infographics shall only use Information disclosed by the Customer in its role as a Data Controller for the purposes allowed by Information Law and following the conditions imposed by Schedule G, the "Data Processor Protocol".

8.4 Infographics shall be entitled to disclose either verbally or in writing that the Customer is a Service user.

9 Warranties

9.1 Each Party warrants and represents that:

9.1.1 it has the capacity to enter into this Agreement and to grant the rights and licences that it purports to grant under this Agreement; and

9.1.2 its obligations under this Agreement shall be performed in compliance with all Laws then in force.

9.2 Infographics warrants and represents that:

9.2.1 it is the owner or legitimate licensor of all Intellectual Property Rights in the Software and that it has all rights necessary to grant the Customer the rights under this Agreement; and

9.2.2 in performing its obligations under this Agreement, it shall not breach, nor require the Customer to breach, the terms of any agreement with a third party, including any third-party software provider.

9.2.3 in performing its obligations under this Agreement, it shall adhere to the legal and ethical standards described in Schedule H.

9.3 Infographics warrants that the Software will:

9.3.1 provide the facilities and functions set out in the product documentation set out in Clause 21 Schedule A (the "Specification")

9.3.2 each version of the Software (including, without limitation, each New Release, and each Corrective Release) will be Fully Operational; and

9.3.3 the Software documentation will provide adequate instruction to enable a suitably trained end-User to make full and proper use of the Software.

9.4 Infographics' sole obligation and remedy for any breach of Clauses 109.3.1 to 109.3.2 shall be met through its provision of Support.

10 Indemnification

10.1 Infographics agrees, on-demand to fully indemnify and keep indemnified the Customer and its respective officers, directors, members, agents, sub-contractors, and employees from any liabilities, losses, damages, or expenses suffered or incurred resulting from:

10.1.1 any claim that the Services (and/or the Customer's use of the Software) infringes (or may infringe) any copyright, trade secret, patent infringement and/or any other Intellectual Property Rights;

10.1.2 any other claimed infringement of the above Intellectual Property Rights arising out of or based upon the Software used by the Customer ; including paying any judgment, legal fees, legal costs awarded against Customer, damages, settlement amounts, costs and/or expenses associated with such claims, suit or proceeding.

10.2 Without limiting its obligations under Clause 10.1, if the Customer or Infographics is prevented from using any part of the Software by court order, Infographics shall, at its option and in favour of the Customer:

10.2.1 substitute fully equivalent non-infringing software (both in terms of functionality and performance); or

10.2.2 modify the software to no longer infringe but remain equivalent in functionality and performance.

If neither of these options can be promptly achieved or are not commercially reasonable (or if Infographics does not accomplish any of these actions within 90 days of a request from the Customer to do so), without prejudice to any other rights available to the Customer, Infographics will promptly refund the Customer the amount of the Licence Fee applicable to those infringing parts of the Software as amortised on a straight-line basis over 48 months from the payment date of the respective Subscription Fees.

10.3 Infographics' obligation to indemnify the Customer under this Clause 11 is contingent upon the Customer giving Infographics prompt notice and (subject to Infographics previously having requested control in writing) control of, and such reasonable information the Customer has about, any such claim, suit or proceeding. Infographics shall diligently pursue the defence of any such claim, suit, or proceeding in its control. Should Infographics fail to take control of any claim, suit or proceeding or diligently pursue it, in that case, the Customer may defend such claim, suit, or proceeding and Infographics' obligations to indemnify and hold Customer harmless under this Clause 7 shall apply to and in respect of all costs, losses and damages suffered or incurred by Customer in such defence.

11.4 Without limiting the Customer's rights under the preceding paragraph, if Infographics has control of any claim, suit, or proceeding, the Customer shall have the right to participate at its own cost in defence of any such claim, suit or proceeding through legal counsel of its choosing. The Customer shall not settle any such claim, suit or proceeding or make any admission without Infographics' prior written consent. Infographics shall be responsible for the Customers' costs and expenses to provide the information required by Clause 10.3.

10.4 Clause 10 and this Clause 11 contain the full warranty and indemnity by Infographics and the exclusive remedies of the Customer concerning any claimed infringement arising out of or based upon the Software used by the Customer.

11 Liability and Insurance Limits

11.1 Neither party shall be liable to the other under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

11.2 Save for any claim under an indemnity given under this Agreement, the liability of each party to the other, whether in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this Agreement shall not in respect of any liabilities arising in any calendar year exceed £1,000,000.

11.3 Infographics shall maintain for the duration of this Agreement;

11.3.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£5,000,000) in relation to any one claim or series of claims;

11.3.2 employers liability with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising;

11.3.3 professional indemnity with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims.

11.4 Nothing in this Agreement shall operate to exclude or limit either Party's liability for:

11.4.1 death or personal injury caused by its negligence;

11.4.2 fraud or fraudulent misrepresentation, including where such misrepresentation is given to the other Party or a third party; or

11.4.3 any other liability which cannot be excluded or limited under applicable law.

12 Customer Responsibility

12.1 The Customer undertakes to co-operate with and assist Infographics during this Agreement in developing and maintaining any necessary interfaces to the Customer's third-party applications. At the Customer's cost, the Customer will make available either directly or through their third-party suppliers all the required information, software tools, and utilities required to implement and maintain such interfaces. Infographics undertakes to make all information and assistance available to the Customer or their third-party suppliers, including access to relevant personnel required to develop the Interfaces under this Agreement.

13 Audit

13.1 To verify compliance by the Customer with its obligations under this Agreement, the Customer agrees to permit Infographics to audit the Customer's use of the Software including but not limited to the number of named User login accounts.

14 Early Termination of Agreement

14.1 Either Party shall be entitled to terminate this Agreement by giving the other written notice with immediate effect if the other Party has a receiver appointed over all or any part of its assets or makes any arrangement or composition with its creditors or commits any act of bankruptcy or insolvency or is a party to any proceedings, or has a resolution passed, or court order made, for its liquidation other than for amalgamation or reconstruction.

14.2 Either Party shall be entitled to terminate this Agreement by giving the other Party written notice with immediate effect if at any time the other Party materially fails to perform or observe any obligation to be executed or followed by it hereunder and does not remedy, cease, or put right such failure within 90 days after receipt of the other Party's written demand for it to do so; including material breaches of provisions of the Support Schedule, Ethics Schedule and Data Processor Protocol Schedule G,

14.3 The Customer may terminate this Agreement, in whole or in part, by giving such period of notice as the Customer reasonably considers it necessary for the circumstances, in writing, to Infographics if it reasonably believes that any of the circumstances set out in regulation 73(1)(a) or 73(1)(c) of the Public Contracts Regulations 2015 apply. To avoid doubt, Infographics shall not be entitled to compensation on such termination if the event has arisen as a direct result of actions by Infographics or its staff.

14.4 Upon termination of the Agreement under this Clause 15, Infographics provision of Services shall cease, the Customer shall destroy all copies of documentation about the Software and give Infographics a certified confirmation of such destruction.

14.5 Upon termination of the Agreement, Infographics shall ensure that all documents, data and/or computer records in its possession, custody or control relating the Customer's operation of the Software are delivered up to the Customer or securely destroyed as required by the Data Protection and Data Processor obligations described in the Data Processor Protocol, Schedule G

14.6 Termination of this Agreement shall not affect the Parties' obligations under Clauses 7 and 9 of this Agreement.

15 Assignment

15.1 A change to the status or composition of the Customer's organisation (such as a merger with, or acquisition of, another organisation or firm) shall not be treated as an assignment, transfer or similar action by the Customer. Therefore, any provisions of this Agreement that prohibit or restrict transfer or assignment will not limit or prohibit such changes. The Customer will not be in breach of any such provision by any such change in organisation structure;

15.2 If, as part of a solvent reorganisation, the Customer's organisation is divided to form one or more new organisations, the new organisations shall be entitled and licensed to use the Software upon the terms set out in this Agreement (including the provisions of Clause 15.1 above) provided that there will not at any time be more Software modules or User authorisations required than was the case immediately before the reorganisation. However, should the changed organisation structure require additional Users or Module licences, these shall be purchased at the then-current rates.

15.3 Infographics shall have the right to assign this Agreement or any of the rights or obligations under it to a purchaser of the whole or part of Infographics' business undertaking or where Infographics' business assets are acquired in full or in part by any person under a merger or solvent reorganisation. Infographics shall seek agreement from the Customer before any reassignment of this Agreement that any assignee and associated assignment process complies with the Public Contract Regulations 2015 or its successor regulations. If compliant, the Customer will not unreasonably withhold or delay agreement to such an assignment.

15.4 This Agreement is binding upon and endures for successors in title of either of the parties.

16 Force Majeure

Neither Party shall be liable to the other or be deemed to be in breach of this Agreement because of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond the failing Party's reasonable control. A Party claiming to be unable to perform its obligations under this Agreement (either on time or at all) due to Force Majeure must notify the other Party of the nature and extent of the causes as soon as practicable and shall take all reasonable steps necessary to address, correct or close the event of Force Majeure or find a solution enabling it to meet its obligations under this Agreement despite the event of Force Majeure.

If a Party continues to be in default due to an event of Force Majeure for more than 24 weeks, the Party not in default will be entitled to terminate this Agreement on giving seven days' written notice to the other. Neither Party shall have any liabilities to the other following termination of this Agreement due to an event of Force Majeure.

17 Employees

Each Party undertakes that it will not, during the period of this Agreement and the 12 months following termination, solicit for employment any director or employee of the other Party save with the express prior written consent of the other Party.

18 General

18.1 All notices under this Agreement shall be given in writing to each party as appropriate at its address given at the head hereof or at such other address as it may from time to time notify in writing for the purpose. A notice that is sent properly addressed by pre-paid first-class post is deemed to have been served at the beginning of the first Business Day, falling three clear days after the notice is posted. Notices will have been deemed to have been served by hand delivery at the time of delivery. Notwithstanding this, if the delivery or receipt is not on a business day or is after 4.30 pm on a Business Day, the notice will be deemed to be duly received by the recipient at 9.00 am on the first Business Day after that day.

18.2 No waiver by either party of any term, condition, or obligation hereof or hereunder on the part of the other party to be performed shall constitute a waiver of any other term, condition or obligation, nor a recurring waiver in future of the term, condition or obligation waiver.

18.3 This Agreement, including the schedules hereto, supersedes all prior agreements, arrangements, and understandings between the parties and (except for fraudulent misrepresentation) shall constitute the entire agreement and understanding of the parties as to the matters to which it relates.

18.4 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as appointing any party as the agent for the other party for any purpose, and neither party shall have the authority to bind the other party or to contract in its name for any purpose.

18.5 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the Agreement will be deemed amended to the minimum extent necessary to make the agreement fully enforceable consistent so far as possible with the parties' original intentions as set out herein.

18.6 Infographics shall not, without the prior written consent of the Customer, enter into any subcontract with any person for the performance of any part of this Agreement. If any subcontracting is approved, Infographics will be responsible and liable for all acts and omissions of any subcontractor or other contractor or consultant it appoints. Infographics shall be deemed to have performed any relevant work, actions and/or omissions of such subcontractors, contractors or consultants.

18.7 If any dispute arises between the Parties concerning this Agreement, either Party may request the other to settle by negotiation. If the Parties do not resolve any dispute by negotiations within 30 days of such request, the Parties shall attempt to fix it by mediation following the Centre for Dispute Resolution (CEDR) Model Mediation Procedure, which either party may invoke. If the Parties do not settle their dispute by mediation, the Parties shall arbitrate the dispute under the Rule of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), which rules are deemed to be incorporated into this Agreement. The language of the arbitration shall be English. The venue of the arbitration shall be London. The Parties shall share equally the fees and expenses of mediation and arbitration unless the arbitrator directs otherwise. Nothing in this Clause shall prevent either Party from applying to the relevant Court for interlocutory injunctive relief.

18.8 This Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

In witness whereof this Agreement is signed by the parties duly authorised representatives as follows:-

For and on behalf of Infographics UK Ltd.	For and on behalf of the Customer
Signed by	Signed by
(Name)* XXXX	(Name)*
(Position) XXXX	(Position)
Date	Date

*Please print or type the names of signatories and their positions held. Unless otherwise agreed, the date of signature of the latter of the parties to sign should be entered at the head of the Agreement by that party.

Schedule A

19 Software Modules

The Software included in the Service under the terms of this Agreement is detailed below: -

Software Modules		Quantity
1.	XXXX	0
2.	XXXX	0
3.	XXXX	0
4.	XXXX	0
5.	XXXX	0
6.	XXXX	0
7.	XXXX	0
8.	XXXX	0
9.	XXXX	0
10.	XXXX	0
11.	XXXX	0
12.	XXXX	0
13.	XXXX	0

FireWatch User Licenses	
Maximum XXXX Named User Count	0

Emergency Support Cover Option	
XXXX	0

20 Software Specification

The User help documentation ("User Help") that comprises the Specification gives a detailed description of the Software's capabilities as used by the Customer. The Software described in the Specification will substantively meet the Customer's business requirements as related to Infographics by the Customer. Infographics supplies its licenced Software on the understanding that the Software operates as described in the Specification. However, infographics does not warrant that the Software, as delivered, will fully support all of the Customer's business processes or requirements.

The User Help version applicable to this Agreement is for XXXX vXXXX or any subsequent User Help and Software version made available to the Customer by Infographics.

21 Cloud Hosting Location

The Software used by Infographics and the associated Customer Data will be hosted at a Microsoft Azure secure Data Centre based in the UK Data and managed by Infographics.

Schedule B

Support

22 Direct Customer Support

22.1 Infographics shall provide the direct Customer Support, as described in this schedule from the Commencement Date until the Termination Date. The cost of Support is included in the Customer's Subscription Fee.

23 Support Resources

23.1 Infographics shall maintain a team of suitably qualified staff to provide Support to the Customer and its Users. These Infographics team members shall be available during the Service Window on Business Days.

23.2 Infographics warrants that it will deliver Support with the skill, care, and diligence expected of appropriately qualified and professional computer software programmers experienced in carrying out maintenance work to a system of similar nature and complexity.

23.3 Infographics shall operate a support helpdesk (the "Helpdesk"). Infographics shall ensure that the Helpdesk is available to the Customer during the Service Window on each Business Day.

23.4 Infographics undertakes that only suitably qualified Infographics employees who can assist with a query that the Customer's designated representatives may have about the operation of the Software shall operate its Helpdesk.

23.5 Infographics shall provide and maintain an online HelpDesk system which shall be easily accessible by the Customer's Users.

24 Customer Responsibilities and Prerequisites

24.1 The Customer undertakes the following:

24.1.1 At the Customer's cost, the Customer will make available either directly or through their third-party suppliers all necessary information, software tools, and utilities required for Infographics to provide the Support necessary to maintain and refine the Supported Environment.

25 Access to Customer Facilities

25.1 Subject to Clause 26.2 below, the Customer shall permit Infographics to access to the Customer's operational and test data for the purpose of maintaining and developing the Software and reliably delivering the Services.

25.2 The Customer shall ensure that, when required by Infographics' personnel, fully competent operating staff are available to operate the Software to demonstrate any faults and subsequently verify the satisfactory operation of the Software.

26 Visits to Premises

26.1 Support is carried out remotely. Infographics will only visit Customer premises to provide Support when a visit is required to meet its Agreement obligations. In any event, Infographics staff will only visit with the Customer's prior written consent.

26.2 If remote support or a visit to Customer premises proves to have been solely necessitated by negligent operation of or unauthorised interference with the Software, Infographics reserves the right to charge for the remote support or visit ("Company Emergency Visit") at the rate for Company Emergency Visits (as shown in Schedule D).

27 Software Maintenance

27.1 In the event of any problem with the Software (a "Problem"), the Customer must report the circumstances of the Problem to Infographics, together with any pertinent documentation (e.g. screen shots, video recordings etc.) and, where possible, specific steps to reproduce the Problem.

27.2 The initial report or query about the Problem should be communicated whenever reasonably possible by registering the Problem on the Infographics online HelpDesk system. If there is difficulty registering the Problem on the HelpDesk system, Users can contact Infographics Helpdesk staff by telephone or by email at support@infographics.co.uk .

27.3 Infographics shall respond to and make its best endeavours to resolve each Problem in accordance with the target Service Levels set out in Schedule C – the Service Level Document.

27.4 If an investigation finds a Problem results from a Software defect or error (a "Defect"), including but not limited to any Software failure to perform in a Fully Operational way. In that case, Infographics undertakes to make best endeavours to generate and provide a Workaround where appropriate within the response times for the category of Defect set out in the Service Level Document.

27.5 Notwithstanding Clause 28.4 above, Infographics shall make best endeavours to build releases of Software that correct Defects within the response times for the category of Defect set out in the Service Level Document below (each a "Corrective Release").

27.6 Infographics will supply Corrective Releases and Documentation relating to the Corrective Releases to the Customer at no extra cost.

27.7 Any Problem Infographics reasonably designates as a request for enhancing the Software's capabilities (an "Enhancement Request") shall be dealt with via a New Release as specified in the Service Level Document below at Infographics' sole discretion.

28 Corrective Releases and New Releases

Infographics will make available new and corrective software releases to the Customer as part of the Services in response to Defect reports and enhancement requests.

28.1 Infographics will make best endeavours to develop a corrective release of Software that corrects reported Defects in the Software within the response times for the category of Defect set out in the Service Level Document ("the Corrective Release").

28.2 In response to Enhancement Requests by the Customer or as otherwise determined by Infographics, Infographics will provide new releases that include enhancements or updates to the Software (each a “New Release”).

28.3 Infographics will supply Corrective Releases and New Releases and the documentation relating to such releases to the Customer.

28.4 Infographics shall notify the Customer of each New Release (whether or not the Customer requested such New Release). Each such notification shall include a description of the nature of the improvements provided by the New Release and shall also specify any expected adverse effects which the New Release may have.

28.5 Infographics shall ensure that the Software (including each New Release and Corrective Release) shall be Fully Operational and remain Fully Operational notwithstanding the functioning of any third party software used within the Software.

28.6 The Customer has the opportunity to evaluate the New Release three months after it is made available to the Customer and shall notify Infographics of any failure of that New Release to fulfil the amended specification.

28.7 If the Customer notifies Infographics under Clause 29.6 that the New Release fails to fulfil any part of the Specification, or if Infographics becomes aware of a failure through other means (for example, through its testing or notification received from other Customers), Infographics shall correct the New Release without delay and promptly reissue it as though it were a New Release.

28.8 While the Customer will be under no obligation to use any Corrective Releases or New Releases, it will consider any recommendation from Infographics about these and the implications of taking and not taking them. It will not unreasonably refuse any Corrective Releases or New Releases that Infographics (acting reasonably) recommends. Infographics acknowledges it will not be unreasonable for the Customer to refuse any Corrective Releases or New Releases if acceptance of the release would adversely affect the business continuity of the Customer or require the Customer to incur any additional costs or charges. Unless the Customer unreasonably refuses Corrective Releases or New Releases, a refusal by the Customer to obtain Corrective Releases or New Releases will not affect its entitlement to Services under this Agreement. However, should the Customer’s refusal of New Releases result in the Software operated by the Customer being more than two versions older than the then current version in commercial use, the Parties agree that Infographics may review its Subscription Fee(s) to reflect the Customer’s use of the non-latest version of the Software provided:

28.8.1 it can substantiate to the Customer the extent of any adjustments to the Subscription Fees;

28.8.2 it gives the Customer 60 workings days written notice that the Subscription Fees are to be varied;

28.8.3 no increase may be made under this subsection until at least 12 months have elapsed since the date on which the immediately preceding increase came into effect under this sub-section over the previous twelve-month Subscription Period.

28.9 Where the Customer does not accept a New Release of the Software (which includes a fix for a Defect), Infographics will, if reasonably practicable and if required by the Customer, provide to the Customer a fix which was included in the New Release.

28.10 Without prejudice to Infographics’ continuing obligations to provide Services to the Customer, in circumstances where the Customer reasonably rejects a New Release under Section 29.8, Infographics’ obligations to provide Services using the then installed Software release, (unless otherwise agreed under Clause 29.8) shall only continue for a period no greater than six months from the date when the Customer notifies Infographics of its intention to reject such New Release.

28.11 Each New Release or software amendment may require updates to the appropriate operating system, physical memory, and proprietary software (e.g. on Customer mobile devices, or Customer managed third-party applications are used). Infographics shall be responsible for advising the Customer of the relevant requirements in each case. The Customer will be responsible for providing any such required updates.

Schedule C

Service Level Document

29 Designated Users

Infographics undertakes to respond to support requests submitted via its helpdesk system by a small number of Customer Users who have a good understanding and proficiency in using the Software. Infographics will provide these designated Users with login credentials for the support site to register any Problems via Helpdesk support tickets.

The designated Users will initially review User Problems and provide relevant detail on any reproducible steps that can recreate the Problem using Infographics stipulated format for Helpdesk tickets. Ticket submissions should be of good quality and clarity that Infographics' support staff can understand.

Response Times

29.1 The Customer's designated Users shall be able to report a Problem with the Software or its Supported Environment via the Infographics HelpDesk system at any time or any day (24 x 7). Infographics will make its best endeavours to respond to and resolve Customer Problems within the timeframes listed in Clause 34 below. As part of its initial response, Infographics will agree on the category under which it has logged the call with the Customer. If the Parties cannot agree on a category, then in that case, acting reasonably. Infographics shall determine the category in its sole discretion, provide a written account of its reasoning to the Customer within ten working days and will endeavour to respond within the resolution times for that Problem category as detailed in Clauses 32 and 33 below.

30 Problem Categories

30.1 Critical (category 1)

These Problems result in a complete software failure and/or data corruption rendering the Software inoperable. Infographics will assign the repair of such Problems maximum priority.

Illustrative examples:

30.1.1 Infrastructure or Cloud Hosted environment failures that render the Software unavailable or inoperable; or,

30.1.2 A Software Defect that results in the Software being unusable; for instance, payroll payments cannot be calculated, with no manual or other possible workaround due to a software error that randomly assigns incorrect salary payments to staff across the whole organisation.

30.2 Major (category 2)

These are Problems that have a significant impact on Customer operations but do not result in data corruption or prevent the operation of the Software

Illustrative examples:

Temporary promotions result in payroll calculation errors for a small group of identifiable employees. A particular, infrequently used payment type produces a known error that can be reasonably adjusted manually and applied to allow payroll to operate.

30.3 Minor (category 3)

These are minor Problems that have no significant impact on Customer operations of the Software.

31 Problem causes

31.1 Software Problem (Cause 1)
These are Problems that result from errors or omissions in the Software.

31.2 User Assistance Requirement (Cause 2)
These Problems result from a lack of understanding by the Customer's User regarding the Software, the Supported Environment or the application developed using the Software. Accordingly, Infographics shall make best endeavours to advise the Customer of the action required to solve the problem and, where practicable, assist the User in line with the impact of the Problem and its assigned priority. At Infographics' sole discretion, this may result in either an Enhancement Request or the provision of additional assistance by Infographics for support or training services on a chargeable basis.

31.3 User Managed Environment Faults (Cause 3)
These are operational faults with the Software resulting from Customer managed hardware, operating environment, or internet connection services. Infographics shall make best endeavours to advise the Customer of the action required to solve the problem. They shall, where practicable, assist the Designated User in line with the impact of the Problem and its assigned priority. It may result in either an Enhancement Request or the provision of additional assistance by Infographics for chargeable support or training services.

31.4 Enhancement Requirement (Cause 4)
These are areas of functionality where the Software, although compliant with the current Specification, does not meet future business requirements of the Customer. Infographics shall review Customer enhancement requests to meet such business requirements in line with the target response times described in 34.2. Further services to define detailed user story-based requirements, a specification or inclusion of an enhancement request in the Software will be at the sole discretion of Infographics. Major New Releases will typically take place annually or bi-annually. Infographics shall prioritise cases where the potential disruption to Customer operations is significant. The Customer and Infographics may optionally agree to provide Enhancements to the Software on a chargeable service basis to ensure their inclusion in a target Software version.

31.5 Cloud Hosted Configuration Problem (Cause 5)
These are Problems resulting from an issue with the operating systems or infrastructure configuration directly under Infographics' control within the Supported Environment.

31.6 Cloud Environment Problem (Cause 6)
These are Problems caused by a broader issue with the Supported Environment due to an underlying fault under the control of Microsoft, general Internet or other issues out with the direct control of Infographics. Infographics shall liaise with any relevant third party and take all actions available to expedite resolution.

32 Problem target response times for Live environment:

32.1 Cloud Hosted Infrastructure target response times:

Priority	Cause	Initial Response from Notification	Predicted nature of the response
Critical	Infrastructure Fault	<2 hours	Configuration change or operating software update.
Critical	Cloud Environment Fault	<2 hours	Liaison with Microsoft and Customer until issue resolved.
Major	Infrastructure Fault	<4 hours	Configuration change or operating software update.
Major	Cloud Environment Fault	<4 hours	Liaison with Microsoft and Customer until issue resolved.
Minor	Infrastructure Fault	<5 days	Configuration change or operating software update.
Minor	Cloud Environment Fault	<5 days	Liaison with Microsoft and Customer until issue resolved.

32.2 Software Problem target response times:

Priority	Cause	Initial Response from Notification	Workaround from Notification where appropriate	Permanent Fix implemented in code from replication of issue	Nature of Fix
Critical	Software Defect	4 hours	2 days	10 days	Software patch or Corrective Release
Critical	User Environment	4 hours	5 days	10 days	Online support
Critical	User Assistance	4 hours	5 days	10 days	Online support
Critical	Enhancement Request	5 days	10 days	3 months or less where agreed Depending upon the complexity	New or Corrective Release
Major	Software Defect	2 days	10 days	6 months	New or Corrective Release
Major	User Environment	5 days	6 months	6 months	Online support
Major	User Assistance	5 days	6 months	6 months	Online support
Major	Enhancement Request	10 days	6 months	6 months or less where agreed dependent upon complexity	New or Corrective Release
Minor	Software Defect	5 days	15 days	9 months	New or Corrective Release
Minor	User Environment	10 days	8 months	9 months	Online support
Minor	User Assistance	10 days	8 months	9 months	Online support
Minor	Enhancement Request	15 days	9 months	9 months or less where agreed dependent upon the complexity	New or Corrective Release

33 Service Window

Where the Problem Response Times schedule above uses the terms "1 day" or "2 days", each day shall mean a period equal to seven working hours depending upon the length of the Service Window. By way of examples:

33.1 if the Customer reports a Critical Problem caused by a Software Defect or the Cloud Hosted Environment at 4 pm on Day 1, Infographics shall make best endeavours to provide a Workaround at or before 2 pm on Day 3; and

33.2 if the Customer reports a Major Problem caused by Software Defect at 3 pm on Day 1, Infographics shall make best endeavours to provide a Workaround at or before 3 pm on Day 10.

34 Notification of Critical Exceptions

If Infographics is unable to resolve a Critical Software Defect Problem by the end of resolution times as stated in the Problem Response Times schedule above, Infographics shall provide to the Customer:

34.1.1 a visible status via the HelpDesk system that the Problem remains unresolved;

34.1.2 an estimate of how much more time will reasonably be required to resolve the Problem.

Without prejudice to this Clause 35, if Infographics fails to provide a Workaround for a Critical Software Defect by the end of the resolution times stated in the Problem Response Times schedule above, Infographics shall allocate additional available resources (including more senior and experienced resources).

Schedule D

Fixed and Variable Fees

35 Annual Subscription Fees

35.1 In consideration of Infographics provision of the Services, on the Commencement Date, the Customer shall pay to Infographics an initial Subscription Fee of £XXXX plus VAT.

35.2 Infographics shall be entitled to adjust the Subscription Fee on any anniversary of the Commencement Date by giving 90 days written notice to the Customer prior to the end of the relevant Subscription Period.

36 Consultancy Fees

36.1 Estimated cost of known Consultancy Fees

The fee for the initial provisioning of the Cloud Environment, estimated training and consultancy services as detailed below is £XXXX. This will be invoiced on order and called off throughout the duration of the project up to one year from the Commencement Date. All consultancy services will be carried out remotely.

36.2 In consideration of any Emergency Visits, Consultancy or Training, the Customer shall pay Infographics the then-current service charge. Current rates are as shown in the following table.

Activity	Standard Daily Rate
Emergency Visit Fees	£1,100
Consultancy	£1,100
Training	£1,100
Development	£1,100
Testing	£1,100

37 Variable Fees

37.1 Variable Cloud Hosting Fees

Infographics may adjust their Annual Subscription fee where costs are incurred directly related to fluctuations in the Cloud Environment/Microsoft Azure pricing or additional usage charges.

38 Payment Terms

38.1 All invoices rendered under this Agreement shall become due for payment on the later of the agreed invoice due date or 30 days after receipt. VAT at the then-current rate will be added to the invoice amount and itemised separately on the invoice.

38.2 Charges are net of any taxes and relevant travel, subsistence, and hotel expenses, which shall be payable by the Customer (provided that Infographics obtains the Customer's prior written consent to charge the Customer for those travel, subsistence, and hotel expenses).

Schedule E

Supported Environment

39 Hosted Environment

39.1 The schematic diagram Figure 1 outlines the shared system topology used to host the Server Software. Since different work environments, software releases and practices can directly impact the Software's performance, Infographics may update the topology from time to time based on new technologies and techniques or in line with changing business requirements. Where purchased, the hosted environment may additionally include other Train or Dev environments.

Figure 1. Indicative LIVE XXXX Topology

XXXX

Figure 2. Indicative TEST XXXX Environment Topology

XXXX

39.2 Infographics shall manage the Customer's Server Software and its hosted environment. Infographics may make adjustments to the hosted environment from time to time.

40 Hardware Devices, Operating Environment and Connectivity

The Customer is solely responsible for providing and supporting end-user devices and sufficient Internet connectivity to the Cloud to support the Services.

Only client devices, operating systems and browsers supported by Infographics and the version of Software then in use may be connected to and supported under this Agreement.

Schedule F

Emergency Support

40.1 With effect from the Commencement Date, in consideration for the payment of the annually recurring Emergency Support Fee, Infographics shall provide Emergency Support in accordance with the terms of this Agreement.

40.1.1 Infographics shall operate the Emergency Telephone Numbers listed below:

- Priority Number 1: To be provided where this option is paid/included
- Priority Number 2: To be provided where this option is paid/included
- Priority Number 3: To be provided where this option is paid/included

40.1.2 The Customer must attempt to call the three Emergency Telephone Numbers in priority order and only call the second or third priority number if the preceding numbers are not answered. Infographics will rotate 'on call' duties between its staff as appropriate to provide this service outside the normal Service Window.

40.3.1 Infographics undertakes that the Emergency Telephone Numbers shall be operated by a suitably qualified Infographics employee who can assist in the resolution of Critical Faults.

40.3.2 Infographics' sole obligation and its remedy of any Critical Fault shall be met by the provision of Support and Infographics will not be liable to the Customer for any indirect or consequential loss howsoever arising.

40.4 Customer Responsibility

40.4.1 The Customer undertakes to the following:

40.4.2 The Customer will not make changes to its access to the Supported Environment or to the interfaces connecting third-party applications outside the standard Service Window, without prior notice to, and prior agreement with Infographics. This Emergency Support service is specifically not designed to provide support for Software configuration changes, planned upgrades or infrastructure changes.

40.4.3 A suitably qualified infrastructure engineer/expert working for the Customer must have completed the Emergency Support Checklist in Clause 41 below, and ascertained a Critical Fault exists that cannot be resolved through other options directly available to them prior to making an Emergency Support call to Infographics.

40.4.4 A suitably qualified infrastructure engineer/expert working for the Customer must be available to assist Infographics for the duration of any active Emergency Support call.

40.5 The Customer shall ensure that, when required by Infographics' personnel, fully competent operating staff are available to operate the Software on the Customer's computer equipment in order to demonstrate any faults and subsequently verify the satisfactory operation of the Software.

40.6 Emergency Support Checklists

Prior to placing an Emergency Support call a qualified infrastructure engineer/expert working for the Customer must as a minimum completed the following Emergency Support Checklist

a) Check connectivity to the Internet.
b) Verify that the URL's specified in the Supported Environment (Schedule E) are being used to access the Software:
c) Check connectivity to the above URLs from outside of Customer's network e.g. via a 4G connection on a mobile phone.
d) Where the Critical Fault is related to the Software's interactions with a supported third-party interface such as with the Mobilisation/Command and Control Software or Text Gateway, it should be verified that those third-party applications themselves are running as expected.
e) If the problem persists after these checks, proceed to contact Infographics Support via the Emergency Numbers to log a Critical Fault issue.

Schedule G

Data Processor Protocol

41 Data Protection

41.1 Data Processing Purposes

Infographics obligations under this Agreement to maintain the Software and support Service Users , requires Infographics to access the Customers Data from time to time. This protocol specifies the purposes and regulates the manner in which Infographics processes Customer Data.

41.2 Roles of the Parties

The Parties acknowledge that the Customer is the Controller for Data Protection Legislation purposes and Infographics is the Processor. Accordingly, the only data types that Infographics is authorised to access, and process are specified in the following table of this Protocol by the Customer and may not be determined by Infographics.

Categories of Data	Please tick all relevant boxes and add more detail if required:	
	Personal Data	
	Name	X
	identification number	x
	location data	x
	online identifier (email/IP address)	x
	Other (please insert details):	
	Special Categories of Personal Data	
	race	x
	ethnic origin	x
	political opinions	x
	religion	x
	trade union membership	x

	genetics	x
	biometrics (where used for ID purposes)	x
	health	x
	sex life	x
	sexual orientation	X
	Criminal Offence Data	
	allegations	x
	proceedings	x
	convictions	x
Categories of Data Subjects	Please tick all relevant boxes:	
	Council service users/customers	x
	Council service user/customer next of kin	x
	Council employees	X
	Council employees next of kin	x
	Other (please insert details):	
	Data subjects include Customer staff (including volunteers, agents, and temporary workers), suppliers, members of the public and any other named individual who may interact with the Fire and Rescue Service in the course of its operational activities and whose Data is held within the Customer's active management software.	
Processing Operations	Please tick all relevant boxes:	
	Using data provided by the Customer	x
		x

	Collecting new data from Data Subjects	
	Transforming data by adding new data collected from service users/customers to data provided by the Customer	x
	Sharing data with anyone other than the Customer	x
	Erasure or destruction of personal data	x
	Other (please insert details):	
Location of Processing Operations	Please tick one box only:	
	UK	x
	EEA[1] (European Economic Area)	☐
	Outside EEA (European Economic Area)	☐
	If outside the EEA please provide details:	
Identity of sub-contractors	Infographics does not use subcontractors. All Infographics employees are background checked, and sign a declaration of confidentiality.	
Purpose	All Data provided by the Customer acting as Data Controller under this protocol is provided solely to enable Infographics, acting as the Processor to	

	deliver Services under this Agreement (the "Purpose").	
Duration of Processing	Processing under the terms of this protocol shall continue and remain in force until the Agreement between the Parties is terminated.	
Plan for return and destruction of the data once the processing is no longer required	Following expiration or termination of the Agreement Infographics, the Processor shall permanently delete, destroy or return all of the data, including Personal Data, provided to it by the Customer in its role as Controller in connection with this Agreement; If Infographics is required by any law or regulation to retain any materials provided, it shall notify the Customer in writing, giving details of the documents or materials that it must retain, including the retention period and reason for the requirement; Where any of the Data is to be destroyed, Infographics shall ensure that it is deleted and/or securely disposed of, providing the Customer with a written acknowledgement that this has taken place.	

41.3 Infographics shall notify the Customer immediately if it considers that any of its instructions infringe the Data Protection Legislation.

41.4 Infographics shall, concerning any Personal Data Processed in connection with this Agreement

41.4.1 process that Personal Data only in accordance with the preceding table, unless required to do otherwise by Law. If it is so required, Infographics shall promptly notify the Customer before Processing the Personal Data unless prohibited by Law;

41.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event, having taken account of the:

- nature of the data to be protected;
- harm that might result from a Data Loss Event;
- state of technological development; and
- cost of implementing any measures;

41.4.3 ensure that :

(i) its employees only Process Personal Data in accordance with this Protocol (and in particular Table A of this Protocol);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any of its employees who have access to the Personal Data and that they are:

- aware of and comply with Infographics' duties under this Protocol;
- subject to appropriate confidentiality undertakings;

- informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement;

- adequately trained in the use, care, protection and handling of Personal Data.

(iii) it does not transfer Personal Data outside of the EU

41.5 Subject to Clause 41.4 of this Protocol, Infographics shall notify the Customer immediately if it:

41.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

41.5.2 receives a request to rectify, block or erase any Personal Data;

41.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

41.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

41.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

41.5.6 becomes aware of a Data Loss Event.

41.6 Infographics' obligation to notify under Clause 41.5 of this Protocol shall include the provision of further information, as details become available.

41.7 Considering the nature of the Processing, Infographics shall assist the Customer in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 41.4 of this Protocol (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing the Customer with:

41.7.1 full details and copies of the complaint, communication, or request;

41.7.2 such assistance as is reasonably requested to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

41.7.3 on request, any Personal Data it holds in relation to a Data Subject;

41.7.4 assistance as requested following any Data Loss Event;

41.7.5 assistance as requested with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

41.8 Infographics shall allow for audits of its Processing activity by the Customer or its designated auditor.

41.9 Infographics' Data Protection Officer is: Keng Voang; contact details are:

Keng.Voang@infographics.co.uk Tel: 0131 319 2950

41.10 Infographics shall not engage any Sub-processor to Process any Personal Data related to this Agreement.

41.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Business Days' notice to Infographics amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

41.12 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and an amended Agreement signed by an authorised representative of both Parties

Schedule H

Ethical and Legal Conduct Statement

42 Ethics Policies and Communication

Infographics applies a zero-tolerance policy towards unethical business and inappropriate personal interactions. It regularly communicates its ethics policies to existing staff and all suppliers, contractors and business partners at the outset of its business relationship with them and as appropriate. In addition, training forms part of the induction process for all new Infographics staff.

43 Slavery and human trafficking

43.1 Infographics is committed to ensuring no modern slavery or human trafficking exists in its supply chains or any part of its business. Infographics' Anti-slavery and Human Trafficking Policy and supplier selection processes reflect its commitment to implement and enforce effective systems and controls to ensure slavery and human trafficking do not occur anywhere in its supply chains.

43.2 As a professional services business employing professional people, Infographics has not identified material slavery and human trafficking risks in its own business. It contracts primarily with blue-chip companies where the risk of slavery and human trafficking within those businesses is low.

43.3 Infographics is committed to legal compliance and ethical business practices in all our operations and comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

43.4 Infographics policies and procedures ensure that it does not engage in any activity, practice, or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015. Infographics selects suppliers and contractors who it believes share that commitment.

43.5 Supplier Review.

Infographics reviews its suppliers annually, and its risk assessments have concluded that although the risk is low overall, its outsourced facilities management continues to be an area where it requires further and ongoing reassurance.

These areas cover:

a) building security;
b) office cleaning;

Infographics ensures that all its providers in these fields continue to pay the Living Wage or the National Minimum wage as appropriate and seeks formal written confirmation of their compliance with this and other applicable laws and regulations regarding modern slavery and human trafficking.

43.6 Training

To ensure a high level of understanding of the risks of modern slavery and human trafficking in its supply chains and its business, Infographics provided training to staff and management roles who have direct contact and responsibility for procurement and outsourced providers.

44 Equality and Diversity

Infographics expects all staff, regardless of level, role or function, to play an active role in creating environments where people of diverse backgrounds can feel included and do their best work. Its relationships promote an inclusive, supportive and respectful environment that values everyone's experiences, perspectives and skills; that means people of all ages, abilities or disabilities, sex or gender, race or ethnicities, religion or beliefs, cultures, sexual orientation, and family status.

In all aspects of relationships with any persons, Infographics aims to exceed its duties under current legislation and abide by all United Kingdom legislation and codes of practice relating to the Equality Act 2010 or such re-enactment as shall be in force from time to time. Infographics understands the harmful effects of discrimination, bullying, victimisation, and harassment, thoroughly investigates any infringement of this policy, and takes appropriate action.

45 Taxation

Infographics believes the business and personal services it and its employees need and enjoy are paid for by a fair taxation system. In addition, Infographics benefits from a workforce educated in schools and cared for by the health service and from well-maintained roads and many other parts of the government-funded infrastructure that enable it to do business.

Infographics is committed to paying its taxes and being open and honest in its relationship with HMRC. Accordingly, infographics has and maintains policies and procedures in its business operations that are reasonable and designed to prevent the facilitation of tax evasion either by other persons or without limitation to its staff.

Infographics does not engage in any activity, practice, or conduct which would constitute either:

- a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017.

46 Ethics, Fraud and Bribery Prevention

Infographics values its reputation for ethical business practice, honesty, financial integrity, and reliability. Accordingly, its operating procedures and policies demonstrate honesty and opposition to fraud, bribery, and corruption in how it conducts its business and its activities. Its Representatives are all responsible for the success of its ethical policies and are encouraged to use them to disclose any suspected danger or wrongdoing.

Infographics always complies with Bribery Act 2010 requirements, and its Representatives will never commit a Prohibited Act. Its Representatives never offer, give, or agree to give anything to any person as an inducement or reward for doing, refraining from doing, or having done or refrained from doing, any action concerning the obtaining or execution of this Agreement or for showing or refraining from showing favour or disfavour to any person concerning this Agreement or any other commercial agreement.

46.1 Who is covered by this policy?

The policy applies to all Representatives and Associated Persons or bodies. "Associated person", means anyone who performs services for, or on behalf of Infographics, in any capacity, taking account of all the relevant circumstances and as widely defined in section 8 of the Bribery Act 2010.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those employed by or working under Infographics' control. All staff are required to report any concerns or suspicions that a breach of Infographics' Ethics Policy has occurred or may occur in the future. Any employee who breaches this policy will face disciplinary action resulting in potential dismissal for gross misconduct. Infographics always encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

46.2 Gifts & Hospitality

Gifts, hospitality, and political or charitable donations will be bribes if given or received to influence business decisions. Therefore, Infographics has set out its policy on what is and what is not acceptable, considering the nature of our business and standard practice within the industry in which it operates.

This policy does not prohibit usual and appropriate hospitality (given and received) to or from third parties. Gifts, entertainment, and hospitality are acceptable, provided they fall within our internal Gifts & Entertainment Policy.

46.2.1 What is not acceptable?

Infographics or any of its Representatives (or someone on their behalf) shall not:

a. give, promise to provide, or offer, a payment, gift or hospitality with the expectation or hope that business advantage will be received, or to reward a business advantage already given;
b. give, promise to provide, or offer, a payment, gift or hospitality to a government official, agent, or representative to "facilitate" or expedite a routine procedure;
c. accept payment from a third party that you know, or suspect is offered with the expectation or hope that it will obtain a business advantage for them;
d. accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
e. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
f. engage in any activity that might lead to a breach of this policy.

46.3 Facilitation Payments and Kickbacks

Infographics do not make, and will not accept, facilitation payments or "kickbacks". Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. Kickbacks are typically payments made in return for a business favour or advantage. Therefore, all Infographics employees are advised against taking any actions that might lead to or suggest that a facilitation payment or kickback could be made or accepted by us.

46.4 Charities Policy

Infographics does do not make contributions to political parties. Infographics only makes charitable donations that are legal and ethical through its Charities Committee, advertising and sponsorship through the charities' advertising budget and corporate hospitality at charity events. Infographics' Charites Committee will reject any request for a charitable donation from a client or potential client that does not meet the requirement of our Charities Policy.

Following the Global Infrastructure Anti-Corruption Centre (GIACC) recommendations, Infographics does not make donations intended to influence or could reasonably be perceived to influence a tender or other decision favouring Infographics. Where due diligence establishes a connection between a request for a donation and a tender outcome, then there is a risk that the contribution could be an attempt to influence the tender result or could be perceived as such an attempt, and donations cannot be made in these circumstances.

46.5 Record-keeping, Review and Risk Assessment

Infographics carries out regular monitoring and an annual risk assessment of exposure to ethical and criminal risks. It maintains financial records and has appropriate internal controls in place, which will evidence the business reason for making payments to third parties and record hospitality or gifts accepted or offered to employees.

Infographics' documented procedures demonstrate its steps to prevent bribery and corruption, and the information identified during risk assessments is used to draft and maintain its ethical policies

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