

Master Service Agreement for the Supply of Services



TRUST

Working in partnership with:
ADD CUSTOMER LOGO

6th July 2023

VERSION CONTROL

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1 **General Terms**

1.1 These standard terms are Master Services Terms under which Trust Systems Limited. (Trust Systems) will operate and provide Services to the Customer (“Master Services Agreement”), which are to be incorporated into Statement of Works (SOW) entered into between Trust Systems and the Customer. These definitions may also apply to other service specific contractual documents issued by Trust Systems.

1.2 Definitions and Interpretation

In this Master Services Agreement, the following expressions will have the following meanings unless inconsistent with the context:

“Acceptable Use Policy”	Means the acceptable and fair use policies of Trust Systems and any Third-Party Services Providers as set out in Schedule 2 and as may be amended and notified to you from time to time.
“Bribery Laws”	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption.
“Bring Your Own Licenses”	Is defined as a customer bringing to a solution their own licenses for the purpose of the platform to be delivered to the customer desired end state. The licenses will be wholly owned by the customer, licensed appropriately for the hosted system, be under a current maintenance agreement and have vendor support actively in place with them for the duration of the service. This requires that the following applies: 1. The Software is vendor supported and a “current” version (i.e. not defined in an end-of-life matrix) and is compliant with NCSC vulnerability management procedures. 2. Is compatible with the platform hosting it. 3. Is compatible with software provided by Trust Systems in delivery of additional managed services. 4. Cannot void any legal agreements on the usage of such software as defined by the vendor/manufacturer.
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“Change Management Process”	As set out at Schedule 3
“Completion”	Shall have the meaning given to in clause 3.4, and completed and similar expressions shall be construed accordingly.
“Confidential Information”	Means all information in respect of the business of a Party including any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer lists or details; computer systems and software; products or services, including know-how or other matters connected with the products or

	services manufactured, marketed, provided or obtained by a Party, and information concerning a Party's relationships with actual or potential customers, customers or suppliers and any other information which, if disclosed, will be liable to cause harm to that Party.
<i>"Contract Term"</i>	Means any term within the SOW.
<i>"Customer"</i>	Means the person or organisation identified as such in the initial page of this document.
<i>"Customer Acceptance"</i>	Means the acceptance in writing from the Customer to Trust Systems for Services (but excluding Hosted Services) which agrees the Detailed Customer Service Requirements and constitutes and order for the Services and/or Products.
<i>"Customer Acceptance Form"</i>	Means the form from the Customer to Trust Systems for Hosted Services which agrees the Detailed Customer Service Requirements and constitutes an order for the Services and/or Products.
<i>"Customer Affiliate"</i>	Means the Customer's parent or subsidiary undertakings together with any subsidiary undertakings of any such parent undertakings from time to time. The terms subsidiary undertaking and parent undertaking shall have the meanings given to them by section 1162 of the Companies Act 2006 except that references in that section to "it holds a majority of the voting rights in the undertaking" shall be replaced with "it has direct or indirect ownership of greater than 50% of the voting equities or equivalent of the relevant undertaking, such companies to be classed as Group Companies only for so long as the party retains such ownership.
<i>"Customer Personnel"</i>	Means all employees and other personnel of the Customer and all agents, contractors and other users of the services.
<i>"Customer Responsible Faults"</i>	Faults that are the responsibility of the Customer, as further set out in the SOW.
<i>"Completion Note"</i>	A Trust Systems document that the customer signs to show acceptance of the service, and that is has been delivered to the agreed target as defined in the SOW. A completion note will reference applicable customer sign off per site via a Fast Field Form or User Acceptance Testing (UAT) sign off.
<i>"Customerware"</i>	means any equipment, cabling, systems, software, Customer data or Customer Content provided by the Customer to Trust Systems in connection with the Services
<i>"Delivery"</i>	When the Product is delivered in accordance with the terms of this MSA or the SOW and associated contract documents as set out in clause 2.3.
<i>"Detailed Customer Service Requirements"</i>	means the detailed Services and/or Products required by the Customer, as originally documented in a Trust Systems formal proposal to the customer, which is agreed by the Customer via the

	Customer Acceptance Form or Customer Acceptance, and as reproduced in the SOW.
“Effective Date”	Means the date set out in the SOW. Where multiple dates are specified the earliest of these will be the Effective Date.
“Fault”	Means an unplanned interruption to the Service or a reduction in the quality of the Service as detailed in the SOW and Services Schedule.
“Fees”	Means the charges due to Trust Systems as set out in SOW, as may be amended from time to time pursuant to these conditions or the SOW.
“Force Majeure”	Has the meaning given in clause 8
“Good Industry Practice”	means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances.
“Hardware”	means any physical equipment or technology provided by Trust Systems in connection with the Services.
“Host”	Means the host of the Hosted Services, which may be a Third-Party Service Provider.
“Hosted Services”	The Services that are hosted in a data centre.
“Trust Services”	Means a service from the Trust Systems Product offerings, or as outlined the SOW
“Initial Term”	Means the initial term as set out in the SOW
“Installation Charge”	Means charges payable by the Customer for the installation of the Services as set out in the SOW;
“IPR”	means any and all intellectual property rights including without limit any and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trademarks, service marks, trade names and goodwill
“Law”	means: (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the parties from time to time; (c) any binding court order, judgment or decree;

	(d) any applicable industry code, policy or standard; or (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
"Party"	Means a party to the Master Services Agreement.
"Performance Location"	means the location set out in the SOW at which Trust System shall provide, or procure the provision of, the Services and/or Products
"Planned Preventative Maintenance"	Means maintenance performed during the course of a service lifespan or contract length as needed to provide the service to the customer; the customer may or may not be notified of such activity depending on an evaluated level of risk
"Platform"	Means all of the components that form a platform. This will have been designed, deployed and/or managed by Trust Systems and used by Trust Systems to deliver the Services.
"Products"	As more particularly detailed in the SOW, is the platform, solution, service (or combination of these) that will be delivered by Trust Systems to meet the customer agreed and designed requirements. This may include other products manufactured by third parties which are used in part for fulfilment of the Services.
"Professional Services"	Means the professional services detailed in the SOW
"Professional Service Charges"	means the charges for the Professional Services;
"SOW"	Means the Statement of Works (SOW) which defines the Services Schedule, the Pricing, and other commercial elements which will be signed by the Customer and Trust Systems as varied by Master Services Agreement or as varied in writing by the Parties from time to time.
"Services"	Means the services to be provided by Trust Systems, including the Hosted Services, as identified in the SOW and as governed by the SOW and by this Master Services Agreement.
"Service Commencement Date"	Means the date when Trust Systems commences provision of the Services.
"Service Level"	means any service level applicable to the Services as set out in a SOW or Services Schedule.
"Software"	means the computer software programs provided by Trust Systems in connection with the Services
"Specification"	Means the specification as set out in the SOW.

<i>“Third Party Attributable Faults”</i>	Means if a Service Affecting or Non-Service Affecting Fault is identified as being attributable to a third party which is either a contractor to the customer or Trust_Systems or acting on the customer or Trust_Systems’ behalf. Where the fault impacts a service for which Trust Systems provides an SLA, this measurement period shall be included in service availability measurements. In respect of customer faults, please refer to the “Customer Responsible Faults” definition. Details relating to this would be documented in each SOW
<i>“Third Party Services/Third Party Service Provider”</i>	Means any part of the Services which Trust Systems procures from a third Party, including any systems/equipment or support services which Trust Systems uses to provide the Services.
<i>“Trust/Trust Systems”</i>	Means Trust Systems Limited registered in England, company number 06013797, whose registered address is at Unit 20 & 21, Cirencester Office Park, Tetbury Road, Cirencester, Gloucestershire GL7 6JJ

2 Formation

- 2.1 The Customer appoints Trust Systems to provide the Services to it on the terms of this Master Services Agreement (“MSA”) and the SOW. The MSA does not confer upon Trust Systems any exclusivity or constitute any type of minimum purchase commitment by the Customer. Trust System agrees that the Customer may, at any time, procure all or some of the Services from any third party.
- 2.2 In order to agree the SOW:
- 2.2.1 Following discussion of requirements with the Customer and capture of customer requirements, Trust Systems shall submit a draft Detailed Customer Service Requirements to the Customer;
 - 2.2.2 the Customer shall promptly provide all necessary information, support and assistance as may be required by Trust Systems from time to time in order to finalise the Detailed Customer Service Requirements;
 - 2.2.3 The Customer shall agree the Detailed Customer Service Requirements by submitting the Customer Acceptance Form or Customer Acceptance.
 - 2.2.4 Trust Systems shall submit a draft SOW to the Customer incorporating the Detailed Customer Service Requirements;
 - 2.2.5 Trust Systems shall update and amend the draft SOW as reasonably required as a result of its interactions with the Customer; and
 - 2.2.6 Trust Systems and the Customer shall sign the SOW when it is agreed.
- 2.3 The Customer shall not be entitled to amend or withdraw a Customer Acceptance Form or Customer Acceptance unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Trust Systems.

Customer Acceptance Form or Customer Acceptance shall not constitute a binding obligation on Trust Systems to supply the Services until such time as the SOW and this MSA is agreed and signed. Trust Systems may accept or reject each Customer Acceptance Form or Customer Acceptance in its absolute discretion.

2.5 Each SOW shall be interpreted in accordance with the provisions of this MSA.

2.6 The following documents will together form a contract between the Parties:

2.6.1 The Master Service Agreement (This document “**MSA**”).

2.6.2 The executed SOW[s].

2.6.3 Any other document listed within the SOW[s].

If there is any conflict or ambiguity between these documents, they will be interpreted in the order of priority set out in this clause.

2.7 Any changes to this MSA or the SOW shall be agreed in writing and signed by authorised signatories of each Party.

2.8 Unless otherwise stated, any quotation provided by Trust Systems is valid for a period of 30 days only from its date of issue, provided Trust Systems has not previously withdrawn it, or unless Trust has confirmed in writing a different time period.

2.9 No Products may be returned by the Customer following Delivery unless they fail to comply with these terms and/or the SOW.

3 Trust Systems Provision of Service Obligations

3.1 The Services and the Products to be provided to the Customer are as described or referred to on the SOW.

3.2 The application of any updates and/or upgrades to software will be subject to reasonable testing and change control prior to deployment by Trust System. Trust Systems will use all reasonable endeavours not to ensure that any such updates or upgrade do not impact upon the provision of the Services.

3.3 Trust Systems will use all reasonable endeavours to ensure that the Services and/or Products will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs and that it will incorporate security features reflecting the requirements of Good Industry Practice.

3.4 Trust Systems will provide the Services and/or Products in accordance with any timescale set out on the SOW. Following provision of the Services and/or Products in accordance with the SOW, Trust Systems will provide written confirmation to the Customer of acceptance into service by them of all Services and Products (a **Completion Note**)

3.5 The Detailed Customer Service Requirements shall be deemed to have been completed upon delivery of the Completion Note.

- 3.6 Time of performance shall not be of the essence. Trust Systems shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified for performance in the corresponding SOW. Services which do not have specified commencement or end dates shall be performed by Trust Systems within a reasonable period of time.
- 3.7 Trust Systems shall not be liable for any delay or failure in Completion of the Services and/or Products caused by:
- 3.7.1 the Customer's failure to make the Performance Location available;
 - 3.7.2 the Customer's failure to prepare the Performance Location as required for the supply and Completion of the Services and/or Products;
 - 3.7.3 the Customer's failure to provide the Supplier with adequate instructions for supply and Completion of the Services and/or Products;
 - 3.7.4 the Customer's failure to supply the Customer Materials in a timely manner; or
 - 3.7.5 Force Majeure.
- 3.8 Trust Systems shall ensure and procure that when its employees, agents, subcontractors and the like, attend the Customer's premises they shall comply with the Customer's policies and procedures.
- 3.9 Trust Systems will not be obliged to provide any Services and/or Products not referred to in the SOW.
- 3.10 Trust Systems may at any time and from time to time improve, correct or otherwise modify all or any of the Services and / or Products (including substituting software and/or Products with software or equipment of similar specification) provided that such modification does not adversely affect provision of the Services to the Customer or the functionality of the Products.
- 3.11 Trust Systems will give the Customer reasonable notice of any such modification, where this is reasonably practicable.
- 3.12 Where service credits are provided for in the SOW this shall be the compensation for Trust failing to meet the applicable Service Level(s). Trust Systems shall have no additional liability to the Customer in respect thereof.
- 3.13 Where a physical 'product' is being supplied (and/or configured), risk of damage to or loss of the Products will pass to the Customer on Delivery of the Products.
- 3.14 Where a physical 'product' is being supplied (and/or configured), ownership of the Products will not pass to the Customer unless being directly re-sold to the customer and as identified in the SOW as being such.

4 Customer Obligations

- 4.1 The Customer shall:
- 4.1.1 The Customer will provide Trust Systems with all information, instructions and assistance that Trust Systems may reasonably require in order to carry out its obligations under the MSA and relevant SOW. The Customer shall co-operate fully and in good faith with Trust Systems and any applicable Third-Party Services Provider. The Customer shall provide all reasonably necessary physical access to Customer premises and any other Performance Location at all reasonable times as required (including access for the purposes of installation, inspection, maintenance, replacement, upgrade, or removal of the Products, Trust Systems equipment and any other

equipment associated with the Services), facilities at such premises and sites, assistance with testing and other assistance to Trust Systems that Trust Systems shall reasonably require to perform its obligations under the MSA and relevant SOW, and the Customer shall comply with any reasonable operating instructions issued by Trust Systems from time to time.

- 4.1.2 If Trust Systems is provided with any incorrect information or instructions in connection with the Services, then the Customer shall pay any reasonable additional and wasted costs and expenses reasonably incurred or suffered by Trust Systems as a result in setting-up and/or providing any Services. Professional Service Charges, if any, will be charged in line with the SOW.
- 4.1.3 Where Trust Systems or any Third-Party Services Provider are working on Customer premises, the Customer shall ensure a safe working environment in compliance with all applicable health and safety laws.
- 4.1.4 Subject to the terms of the MSA and the SOW, Trust Systems may, at its sole discretion (to be exercised reasonably), refuse access to its premises and servers to anyone.
- 4.1.5 All Services are subject to the Acceptable Use Policy. The Customer shall, at all times in connection with its use of the Services and/or Products, comply with the Acceptable Use Policy. Trust Systems shall provide the Acceptable Use Policy on request and shall notify the Customer of any changes to the Acceptable Use Policy from time to time, but the Customer should ensure that it checks the same periodically and that it is aware of the current policies. The Customer shall ensure that the Acceptable Use Policy is communicated to Customer Personnel in a timely manner.
- 4.1.6 Without prejudice to paragraph 4.1.5, the Customer shall not use the Services and/Products; any Trust Systems equipment; or any Customer equipment which is located on Trust Systems premises:
 - (a) to provide, store, host, link to or connect to illegal content, content designed to offend or cause needless anxiety to others, any material which is abusive, indecent, defamatory, obscene, threatening, menacing or likely to cause harassment or which is in breach of any copyright, confidence, privacy or any other rights or scanning software;
 - (b) To distribute illegal, copyright infringing, indecent or offensive material;
 - (c) To send or procure the sending of any unsolicited e-mail; or
 - (d) in an unlawful manner or for any illegal purpose.
- 4.1.7 Whether or not express reference is made to Customer Personnel in the relevant provision, the Customer will procure that all Customer Personnel comply with all the duties, obligations and restrictions imposed on the Customer by the MSA and SOW, to the extent such duties, obligations and restrictions are applicable to the Customer Personnel. Any act or omission of any Customer Personnel which, if it had been committed or omitted by the Customer, would have been a breach of the MSA and any SOW by the Customer will be deemed to be a breach of the MSA and any SOW by the Customer who will be liable to Trust Systems accordingly.
- 4.2 Whenever Trust Systems or any Third-Party Services Provider are working at a Performance Location that is within the control of the Customer, the Customer shall ensure a safe working environment in compliance with all applicable health and safety laws, and manual handling processes (in agreement in advance).

- 4.3 The Customer should satisfy themselves that the design of Services and/or Products are suitable to meet their requirements prior to signing the Customer Acceptance Form.
- 4.4 The Customer understands and agrees that in the event Trust Systems need to perform standard maintenance there may be some impact on the Services and/or Products and that the design of the same may be amended by Trust Systems where necessary in order to perform maintenance and/or avoid possible outages. This is factored into the procured solutions, and includes but is not limited to:
 - 4.4.1 “Single Point of Failure” systems (Single virtual machines, firewalls, load balancers, switch products etc)
 - 4.4.2 Platforms without backup
 - 4.4.3 Platforms with no disaster recovery
- 4.5 Any of the Customer's systems and any equipment that it uses in conjunction with the Services that is not a Product or Trust Systems equipment (“Customer Systems and Equipment”) remains the responsibility of the Customer at all times and any faults with Customer Systems and Equipment are Customer Responsible Faults.
- 4.6 Customer Systems and Equipment should be maintained in accordance with Good Industry Standards and practise in terms of maximising operability, including items such as:
 - (a) 4.6.1 Firmware versions
 - (b) 4.6.2 Fault resolution

5 Suspension

- 5.1 Without prejudice to any other right or remedy that it may have, Trust Systems reserves the right to suspend provision of any part of the Services on 30 days' notice where:
 - 5.1.1 the Customer is in breach of the Acceptable Use Policy; in breach of clause 4.1.6, above; or otherwise in material breach of the MSA and/or SOW

and fails to rectify such breach within 7 days of a written request from Trust Systems requiring the same to be rectified;
 - 5.1.2 it is required by any regulatory, governmental, or other competent authority;
 - 5.1.3 the Services are dependent on any Third-Party Services, and they are suspended by the relevant Third-Party Service Provider; or
 - 5.1.4 the Customer fails to pay any Fees and fails to rectify such failure within 30 days of a written request from Trust Systems requiring the same to be rectified.

Provided always that Trust Systems shall use all reasonable endeavours to reinstate the Services as soon as possible.

- 5.2 Trust Systems may from time to time without notice close or restrict the whole or part of the Services where (a) necessary for emergency repair, (b) in response to an actual or suspected security breach, virus or attack (c) any misuse by any person of the Trust Systems Services, or (d) to preserve the safety, security or integrity of the Services and traffic conveyed. Trust Systems shall at its sole discretion:

- 5.2.1 Decide when such action is necessary
- 5.2.2 Endeavour to ensure such action shall be performed out of Business Hours where possible and
- 5.2.3 Endeavour to ensure works are carried out as quickly as possible and as much advance notice shall be given to the Customer as is practicable.
- 5.2.4 Ensure the customer is informed of the commencement by email, and of the completion of activities by email

Any interruptions to the Services that occur because of a Customer Responsible Fault affecting customer systems configuration or equipment are not deemed as an interruption or suspension of the formal provision of the Services and Trust Systems shall have no liability in this respect.

- 5.3 Hosted Services are designed to be resilient, and no customer impact is expected from Planned Preventative Maintenance. These are scheduled where possible and the Customer may be formally notified by standard communication means, i.e. email notification.

6 Payment

- 6.1 All Fees are payable by the Customer as set out in the SOW.
- 6.2 Additional Fees will become payable if the customer breaches the Acceptable Use Policy and/or exceeds the agreed or stipulated bandwidth or other use levels or restrictions set out in the SOW, by the amount set out in the SOW.
- 6.3 Trust Systems shall be entitled to increase the Fees at any time, but no such increase may take effect earlier than the end of the Initial Term except where they relate to costs increases incurred by Trust Systems in the provision of the relevant Services or Products caused by electricity costs, bandwidth charges, or and charges levied by Third Party Service Providers. Trust Systems shall give the Customer 30 days' notice of any such increases.
- 6.4 Any Fees are exclusive of value-added tax or any similar taxes, levies or duties, which will be added to the Fees and be payable by the Customer at the appropriate rate.
- 6.5 The Customer agrees to pay Trust Systems invoices within 30 days of receipt of the invoice. If invoices are not settled in full by then, without prejudice to Trust Systems' other rights and remedies, the Customer will be liable to pay interest on any sum outstanding from the due date for payment on a daily basis until payment is made (whether before or after any judgment) at the rate of at 8% above the Bank of England base rate, to be applied by way of simple interest.
- 6.6 Trust Systems may make a search in relation to the Customer with a credit reference agency (and make other credit enquiries from time to time), keep a record of that search and enquiries. Trust Systems may also make enquiries about the principal directors/proprietors of the Customer with a credit reference agency. Any information will be processed and held in accordance with obligations under the Data Protection Act 2018.
- 6.7 All Fees shall be paid by such method as is stated in the SOW or invoice.
- 6.8 All payment is in UK sterling
- 6.9 All payments to be made by the Customer will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future



levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.

7 Liability

- 7.1 The extent of Trust Systems' liability under or in connection with this MSA (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.
- 7.2 Trust Systems may at its sole discretion, within a period of 12 months from the date of Delivery of the Products which are proved to not comply with any relevant Specification, the SOW, and the MSA, repair or replace free of charge any such Products.
- 7.3 Provided that Trust Systems carries out a repair or replacement in accordance with clause 7.1 above, it shall have no further liability to the Customer in connection with any such Products. Trust Systems shall have no liability and no obligation to repair or replace any Products where:
- 7.3.1 The Products have been improperly altered in any way whatsoever, or has been subject to misuse or unauthorised repair;
 - 7.3.2 The Products have been improperly installed or connected (other than by Trust Systems or any Third-Party Service Provider);
 - 7.3.3 Any maintenance requirements relating to the Products have not been complied with (other than where Trust Systems or a Third-Party Service Provider is responsible for such maintenance under the SOW); and
 - 7.3.4 The Customer has failed to notify Trust Systems of any defect or suspected defect within 14 days of the same coming to the knowledge of the Customer, and in any event no later than 21 days from the date of Delivery, installation or commission (whichever is later).
- 7.4 Subject to clause 7.7, the liability of Trust Systems shall not exceed the sums set out in the SOW.
- 7.5 Subject to clause 7.7, Trust Systems shall not be liable for any consequential, indirect or special loss.
- 7.6 Subject to clause 7.7, the Trust Systems shall not be liable for any of the following (whether direct or indirect):
- 7.6.1 loss of profit;
 - 7.6.2 loss of revenue;
 - 7.6.3 loss or corruption of data;
 - 7.6.4 loss or corruption of software or systems;
 - 7.6.5 loss or damage to equipment;
 - 7.6.6 loss of use;
 - 7.6.7 loss of production;
 - 7.6.8 loss of contract;

7.6.9 loss of commercial opportunity;

7.6.10 loss of savings, discount or rebate (whether actual or anticipated);

7.6.11 harm to reputation or loss of goodwill; and/or

7.7 Notwithstanding any other provision of this Agreement, Trust Systems' liability shall not be limited in any way in respect of the following:

7.7.1 death or personal injury caused by negligence;

7.7.2 fraud or fraudulent misrepresentation;

7.7.3 any other losses which cannot be excluded or limited by applicable law.

7.8 Trust Systems will not be liable for any failure to provide the Services and / or deliver the Products resulting from any breach by the Customer of the MSA and/or any SOW.

8 Force Majeure

8.1 Neither Party is under any liability to the other Party in respect of anything which, apart from this provision, may constitute a breach of the MSA and/or any SOW arising by reason of force majeure which means, in relation to either Party, circumstances beyond the reasonable control of that Party including but not limited to acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT Systems of Trust Systems or the Customer, explosion, flood, epidemic, lock outs (whether or not by that Party), strikes (not caused by either party) and other industrial disputes (only if this does not relate to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

9 Warranties

9.1 Subject to clause 10, Trust Systems represents and warrants that:

9.1.1 it has the right, power and authority to enter into MSA and grant to the Customer the rights (if any) contemplated in the MSA and to perform the Services;

9.1.2 the Services shall be performed in accordance with Good Industry Practice;

9.1.3 the Services and the Products supplied shall comply with all applicable Laws;

9.1.4 the Services will conform with the Specification;

9.1.5 the Services, when used by the Customer in accordance with this MSA and the SOW, will not infringe the Intellectual Property Rights of any third party; and

9.1.6 At Completion, the Products shall be free from material defects and of satisfactory quality within the meaning of the Sale of Goods Act 1979, s 14.

9.2 The Customer warrants that:

9.2.1 it has the legal right, power and authority to enter into this MSA, to perform its obligations under this MSA and to grant to Trust Systems the rights (if any) contemplated in this MSA; and

9.2.2 the Customer Materials and all other information, documents, materials, data or other items provided by the Customer pursuant to this MSA do not infringe any Intellectual Property Rights.

10 Acknowledgements And Warranty Limitations

- 10.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this MSA and/or any SOW, Trust Systems gives no warranty or representation that the Hosted Services and/or Services will be wholly free from defects, errors and bugs.
- 10.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this MSA and/or any SOW, Trust Systems gives no warranty or representation that the Hosted Services and/or Services will be entirely secure.
- 10.3 The Customer acknowledges that the Hosted Services and/or Services are designed to be compatible only with that software and those systems specified as compatible in the Specification; and Trust Systems does not warrant or represent that the Services will be compatible with any other software or systems.

11 Term and Termination

- 11.1 The MSA shall commence on the Effective Date and shall continue in force until terminated under the provisions of this MSA (“**Termination**”).
- 11.2 This MSA may be terminated by Trust Systems giving not less than [insert] weeks’ notice in writing to the Customer [, such notice not to expire prior to the [insert] anniversary of the Effective Date].
- 11.3 Either Party may by written notice served on the other Party terminate this MSA and/or any SOW immediately if the Party receiving the notice either is in material breach of any of the terms of the MSA and any SOW and such breach is incapable of remedy or, where the breach is capable of remedy, fails to remedy such breach within 30 days after service of a written notice from the Party serving the notice specifying the breach and requiring it to be remedied.
- 11.4 Either party may terminate this MSA at any time by giving notice in writing to the other party if that other party:
 - 11.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 11.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 11.4.3 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 11.4.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 11.4.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 11.4.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 11.4.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 11.4.8 has a resolution passed for its winding up;

- 11.4.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 11.4.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 11.4.11 has a freezing order made against it; or
- 11.4.12 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 11.4.1 to 11.4.11 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.]
- 11.5 The termination of the MSA howsoever arising is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination. The clauses in the MSA and relevant SOW which impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 11.6 For the avoidance of doubt, where a party terminates the MSA in accordance with this clause 11, all SOWs in force at the time shall automatically terminate.
- 11.7 On termination of this MSA and/or any SOW howsoever arising.
- 11.7.1 Trust Systems shall assist the Customer and/or any third-party supplier of any services which are identical or substantially similar to any of the Services and which Customer is to receive in substitution for any of the Services (the "Replacement Supplier") to the extent reasonably required to facilitate the smooth migration of the Services to the Customer or the Replacement Supplier, provided that:
- (a) the precise scope of such assistance will be at the sole discretion of Trust Systems;
 - (b) Trust Systems will be entitled to charge the Customer for such assistance according to the charging rates then in force under the SOW at the date of Termination.
 - (c) nothing in this MSA will oblige Trust Systems to disclose any of its own commercially sensitive information or trade secrets
 - (d) Each Party will return to the other any property or information of the other in its possession or control.
- 11.8 Without prejudice to any other of its rights and remedies:
- 11.8.1 Trust Systems will be entitled to remove the Customer's data from its systems and any Trust Systems equipment and/or put the Trust Systems equipment to any use other than the Customer's following termination of the MSA and/or any SOW. Trust Systems is not required to back up such data or return the same to the Customer prior to any such removal; and
- 11.8.2 In the event of any termination by Trust Systems pursuant to clause 11.3 or 11.4 the Customer shall be liable to pay or reimburse Trust Systems for any reasonable and proven cancellation charges that may be due to any Third-Party Services Provider or otherwise due because of such termination. This clause is subject to Trust Systems mitigating any such costs or charges.

12 Customer content

- 12.1 Customers must ensure they have the right to transfer data to the system/service in accordance with any applicable Law and that any third parties that the Customer allows to access the data are duly authorised to do so. Any such data is defined as “**Customer Content**”.
- 12.2 Unless specified as part of the SOW and purchased as part of a service, Trust Systems will not backup and is not responsible for Customer Content. Where Trust Systems provides a backup service, this is based on the agreed parameters in the SOW and follows standard Trust Systems defined backup procedures for the Service as outlined in the SOW.
- 12.3 The Customer is responsible for ensuring that Customer Content is secured and is handled appropriately.
- 12.4 Where specific security requirements are needed, these must be provided by the Customer for inclusion in the SOW
- 12.5 Upon termination of the MSA and/or any SOW, the Customer is responsible for the removal of all data. Trust Systems will erase all data from the systems 60 days from Termination which will include any backup or disaster recovery copies of the data.

13 Data Protection

- 13.1 Each party agrees that, in the performance of their respective obligations under this MSA, it shall comply with the provisions of Schedule 1.

14 Confidential Information

- 14.1 Each Party will keep confidential:
 - 14.1.1 the terms of the MSA and any SOW; and
 - 14.1.2 any and all Confidential Information that it may acquire in relation to the other Party.
- 14.2 Neither Party will use the other Party's Confidential Information for any purpose other than to perform its obligations under the Master Services Agreement and/or any SOW. Each Party will ensure that its officers and employees comply with the provisions of this clause 14.
- 14.3 The obligations on a Party set out in clause 14.1 will not apply to any Confidential Information which:
 - 14.3.1 either of the parties can demonstrate is in the public domain (other than because of a breach of clause 14.1); or
 - 14.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.
 - 14.3.3 The provisions of this clause 14 will survive any termination of the MSA.

15 Anti-Bribery

- 15.1 For the purposes of this clause 15 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 15.2 The Customer shall ensure that it and each person referred to in clauses 15.2.1 to 15.2.3 (inclusive) does not, by any act or omission, place Trust Systems in breach of any Bribery Laws. The Customer shall



with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of this clause 15 and ensure that:

- 15.2.1 all of the Customer's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Customer;
- 15.2.2 all others associated with the Customer; and
- 15.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 15.2.1 and/or 15.2.2,

involved in connection with this Agreement so comply.

- 15.3 Without limitation to clause 15.2, the Customer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the UK or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 15.4 The Customer shall immediately notify Trust Systems as soon as it becomes aware of a breach of any of the requirements in this clause 15.

16 Modern Slavery

- 16.1 The Customer undertakes, warrants and represents that:

16.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an "MS Offence"); or
- (b) been notified that it is subject to an investigation relating to an alleged MS Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MS Offence or prosecution under the Modern Slavery Act 2015;

16.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

16.1.3 it shall notify Trust Systems immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under Clause 16. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

- 16.2 Any breach of clause 16.1 by the Customer shall be deemed a material breach of the agreement and shall entitle the Supplier to terminate the Agreement.

17 Notices

- 17.1 Any notice given by a party under this MSA and/or any SOW shall be:

17.1.1 in writing and in English;

17.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

17.1.3 sent to the relevant party at the address set out in clause 17.3.

17.2 Notices may be given, and are deemed received:

17.2.1 by hand: on receipt of a signature at the time of delivery;

17.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
and

17.2.3 by email provided confirmation is sent by first class post on receipt of a: delivery email from the correct address.

17.3 Notices and other communications shall be sent to:

17.3.1 Trust Systems Ltd for the attention of [insert name and/or position] at:

[insert address]

[insert email address]]; and

[copied to [insert name] at [insert address]; and

17.3.2 [insert name of the Customer] [for the attention of [insert name and/or position]] at:

[insert address]

[[insert email address]]]; and

[copied to [insert name] at [insert address]].

17.4 Any change to the contact details of a party as set out in clause 17.3 shall be notified to the other party in accordance with clause 17.1 and shall be effective:

17.4.1 on the date specified in the notice as being the date of such change; or

17.4.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

17.4.3 All references to time are to the local time at the place of deemed receipt.

17.5 This clause does not apply to notices given in legal proceedings or arbitration.

18 Change control procedure

18.1 If at any time either party wishes to request or propose:

18.1.1 A change to any Service or any output of any Service, the timetable for the provision of any Service or output of any Service provided for under the MSA and /or any SOW; or

18.1.2 Anything which will require the Customer to incur additional cost or deploy additional resources,

(a "Change"), the parties will apply the Change Management Process.

19 Scope of this Master Services Agreement

- 19.1 The Customer may use the Services for the benefit of any Customer Affiliate, provided it has notified Trust System in writing in advance. The Customer shall be the sole point of contact in relation to any matter in connection with the Services or the MSA and any SOW and no Customer Affiliate shall be entitled to bring any action, claim or demand against Trust Systems.

20 Hosted Services

- 20.1 the Customer must not republish or redistribute any content or material from the Hosted Services, where such distribution or publication will breach the Intellectual Property Rights of a Third Party or where it will otherwise breach an application Law.
- 20.2 the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform and/or Hosted Services without the prior written consent of Trust Systems.
- 20.3 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator account and the Customer must not permit any unauthorised person to access or use the Hosted Services.
- 20.4 Trust Systems shall use all reasonable endeavours to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services but does not guarantee 100% availability.
- 20.5 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this MSA and any SOW:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Customer's computer Systems or networks;
 - (d) any breach by the Customer of this MSA and any SOW; or
 - (e) scheduled maintenance carried out in accordance with this MSA and any SOW.
- 20.6 The Customer must comply with the Acceptable use Policy and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator account comply with the Acceptable Use Policy
- 20.7 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services and/or Platform or impairment of the availability or accessibility of the Hosted Services or Services.
- 20.8 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

- 20.9 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Hosted Services and/or Platform either during or after the term of the MSA.
- 20.10 Trust Systems may suspend the provision of the Hosted Services if any Fees are overdue, and Trust Systems has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

21 Intellectual property, licence and ownership

- 21.1 All IPRs relating to the Services, Hosting Services and/or Software including without limit any Internet Protocol Addresses assigned to the Customer are and shall remain the property of Trust Systems or the Host. Trust Systems reserves the right to change the Internet Protocol Address assigned to the Customer at any time, however Trust Systems shall endeavour to give reasonable notice of the change and shall use reasonable endeavours to reduce disruption to the Client resulting from such changes.
- 21.2 All IPRs in any Customerware are and shall remain the property of the Customer.
- 21.3 Title to the Software and Hardware (both legal and equitable) is and shall at all times remain with Trust Systems and the Customer shall keep the Software and Hardware free of all charges, liens and encumbrances and protect it from any and all judicial process.
- 21.4 Title to the Customerware (both legal and equitable) is and shall at all times remain with the Customer and Trust Systems shall (except as provided above) keep the Customerware free of all charges, liens and encumbrances and protect it from any and all judicial process.
- 21.5 Trust Systems grants to the Customer a non-exclusive non-transferable licence to use the Software on the Customerware and in conjunction with the Services and except as provided for in the MSA and/or any SOW the Customer is not permitted to sub-license any rights granted under the MS and/or any SOW to any third party. The Customer agrees that it will not itself, or through a third party:
- 21.5.1 copy the Software, except as is necessary to install on the Customerware and for internal, archiving purposes. If the Customer makes any copies of the Software, the Customer shall reproduce all proprietary notices on such copies;
- 21.5.2 reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;
- 21.5.3 sell, lease, license, transfer or sub-license the Software or associated documentation; or
- 21.5.4 write or develop any derivative or other software programs based, in whole or in part upon the Software or any confidential information belonging to Trust Systems or the Host.
- 21.6 Trust Systems warrants that it is the exclusive owner or licensee of any IPRs in the Software (subject to the licences granted to the Customer) and that the use of the Software shall not infringe the rights of any third party.
- 21.7 Trust Systems shall defend, at Trust Systems' expense, any claim brought against the Customer alleging that the Software infringes an IPR of a third party (the Claim). Trust Systems shall pay all costs and damages awarded or agreed to in settlement of the Claim, provided that the Client furnishes Trust Systems with prompt written notice of the Claim and provides Trust Systems with reasonable assistance and sole authority (taking into account the Customer's reasonable commercial interests) to defend or settle the Claim.

- 21.8 The Customer grants to Trust Systems a non-exclusive non-transferable licence to use the Customerware in conjunction with the performance of the Services and the exercise of Trust Systems' rights under his MSA and/or SOW. The Customer also grants to Trust Systems the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this MSA and/or any SOW.
- 21.9 The Customer warrants that it is the exclusive owner or licensee of any IPRs in the Customerware (subject to the licences granted to Trust Systems) and that the use of the Customerware in accordance with clause 2.18 above shall not infringe the rights of any third party.
- 21.10 Within the period set out in the SOW, following receipt of a request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Content stored in any back-up copy created and stored by the Provider. The Customer acknowledges that this process will overwrite the Customer Content stored on the Platform prior to the restoration.

22 Miscellaneous

- 22.1 Each right or remedy of a Party under the MSA and/or any SOW is without prejudice to any other right or remedy of a Party under the MSA and/or any SOW.
- 22.2 If any condition or part of the MSA and/or any SOW is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the MSA and/or any SOW without, as far as is possible, modifying any other provision or part of the MSA and/or any SOW and the remaining provisions of the MSA and/or any SOW will remain in full force and effect.
- 22.3 No failure or delay by a Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 22.4 Either Party may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Master Services Agreement and any SOW with the other's prior written consent, such consent not to be withheld or delayed.
- 22.5 The Parties do not intend that any term of this MSA and/or any SOW will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 22.6 The parties do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as the same may be amended or replaced from time to time) (the "**TUPE Regulations**") will apply on the parties entering into the MSA and/or any SOW or upon the termination or expiry of the MSA and/or any SOW. If the Regulations are found or held to apply, then:
- 22.6.1 the Customer shall indemnify and keep indemnified Trust Systems against all costs, claims, liabilities and expenses of whatever nature arising out of or in connection with:
- (a) the employment or engagement of the Customer Personnel or any other person; or
 - (b) the termination of the employment or engagement of any person;
- in each case by the Customer or the Customer Affiliates during the period prior to the Service Commencement Date or following the Termination Date;
- 22.7 The MSA and/or any SOW contains all the terms which Trust Systems and the Customer have agreed in relation to the Services and Products and save as noted herein supersedes any prior written MSA or

and oral or written discussions representations between the parties relating thereto. Each Party acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the other which is not set out in the MSA and/or any SOW. Nothing in this clause 22.7 shall limit the liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

- 22.8 Nothing in the MSA and/or any SOW is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 22.9 Trust Systems and the Customer shall not make, or authorise any person to make, any public announcement concerning the MSA and/or any SOW without the prior written consent of the other Party, except as permitted by law, any governmental or regulatory authority, (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction

23 Applicable Law and Jurisdiction

- 23.1 The construction, performance and validity of the MSA and any SOW will be governed by English law and the English courts will have jurisdiction to settle any disputes which may arise out of or in connection with it.

AGREED by the parties on the date set out at the head of this Agreement

Signed by [insert full name of director/authorised signatory]	
for and on behalf of	[Director OR Authorised signatory]
Trust Systems Ltd	

and

Signed by [insert full name of director/authorised signatory]	
for and on behalf of	[Director OR Authorised signatory]
[insert name of the Customer]	

PART A
Operative provisions

1. Definitions

(a) In this Schedule 1:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;

Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of Trust Systems' obligations under this Agreement; and
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by Trust Systems for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

2. Customer's compliance with data protection laws

The parties agree that the Customer is a Controller, and that Trust Systems is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Trust Systems in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with all Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

3. Trust Systems' compliance with data protection laws

Trust Systems shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4. Indemnity

The Customer shall indemnify and keep indemnified Trust Systems against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Schedule 1.

5. Instructions

5.1. Trust Systems shall only process (and shall employees only process) the Protected Data in accordance with *Section 1 of 0* of this Schedule 1 and this MSA, except to the extent:

5.1.1. that alternative processing instructions are agreed between the parties in writing; or

5.1.2. otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2. if Trust Systems believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing. The Fees shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this paragraph 5.2.

6. Security

Taking into account the state of technical development and the nature of processing, Trust Systems shall implement and maintain the technical and organisational measures set out in *Section 2 of 0* of this

Schedule 1 to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7. Sub-processing and personnel

7.1. Trust Systems shall:

- 7.1.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;
- 7.1.2. prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract containing materially the same obligations as under this **Error! Reference source not found.** 1 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure such Sub-Processor complies with all such obligations;
- 7.1.3. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 7.1.4. ensure that all natural persons authorised by Trust Systems or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8. List of authorised sub-processors

There are no Sub-Processors required.

9. Assistance

- 9.1. Trust Systems shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Trust Systems.
- 9.2. Trust Systems shall (at the Customer's cost and expense) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

10. International transfers

Trust Systems shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer, except where required by applicable law (in which case the provisions of paragraph 5.1 of this Schedule 1 shall apply).

11. Audits and processing

Trust Systems shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Trust Systems' compliance with the obligations placed on it under this Schedule 1 and to demonstrate compliance with the obligations

each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11). Trust Systems shall, however, be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers.

12. Deletion/return and survival

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Trust Systems shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Trust Systems to store such Protected Data. This Schedule 1 shall survive termination or expiry of this Agreement.

PART B

Data processing and security details

Section 1—Data processing details

Processing of the Protected Data by Trust Systems under this **Agreement** shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects as set out in the SOW

Section 2—Minimum technical and organisational security measures

1. Trust Systems shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this MSA, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access

to the Protected Data transmitted, stored or otherwise processed, Trust Systems shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

SCHEDULE 2 – ACCEPTABLE USE POLICY

ACCEPTABLE USE POLICY (AUP)

This Acceptable Use Policy (AUP) is intended to help protect Trust Systems customers, and the Internet community, from the inappropriate use of the Internet. A customer's use of Trust Systems service constitutes acceptance of this AUP. Trust Systems reserves the right to revise and update this AUP from time to time. Trust Systems expects customers to cooperate with the company's Abuse department when requested to assist in their investigations.

THIS AUP IS DIVIDED INTO TWO PARTS:

Part 1. Violations and Descriptions of Appropriate Use

Part 2. Reporting to Trust Systems TOS/Abuse department

PART 1: VIOLATIONS AND DESCRIPTIONS OF ACCEPTABLE USE 1.1 GENERAL VIOLATIONS

Our AUP prohibits the following:

Impersonation/Forgery - Adding, removing, or modifying identifying network header information ("spoofing") in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers and nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam e-mail address collectors is allowed provided appropriate contact information is contained in the body of the posting.

Privacy Violations - Attempts, whether successful or unsuccessful, to gain access to any electronic systems, networks or data, without proper consent, are prohibited.

Threats - Threats of bodily harm or destruction of property are prohibited.

Harassment - Threatening or harassing activity is prohibited.

Illegal Use - The use of any Trust Systems service for illegal purposes is prohibited.

Reselling - The resale of any Trust Systems service without proper authorisation from Trust Systems Ltd. is prohibited. Persons wishing to act as resellers may contact us to obtain details of our wholesale partner.

Copyright Infringement - All material published must be owned by the publisher or the appropriate releases must have been obtained prior to publishing. Trust Systems will co-operate with all agencies attempting to assert their rights in these matters.

1.2 NETWORK DISRUPTIONS AND NETWORK-UNFRIENDLY ACTIVITY

Any activities, which adversely affect the ability of other people or systems to use Trust Systems services or the Internet, are prohibited. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with, or disruption of, use of the network by others, network services or network equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner. A customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A customer may not permit their network, through action or inaction, to be configured in such a way that it gives a third party the capability to use their network in an illegal or inappropriate manner.

1.3 E-MAIL

Trust Systems does not tolerate, endorse or participate in e-mail spamming. Sending unsolicited commercial e-mail is prohibited. We cannot authorise bulk emailing although we do recognise that in some instances this is a

and useful form of marketing for both senders and recipients. Using a Trust Systems e-mail or Web site address to collect responses from unsolicited commercial e-mail is prohibited.

Sending large volumes of unsolicited e-mail, whether or not that e-mail is commercial in nature is prohibited. Activities that have the effect of facilitating unsolicited commercial email, or large volumes of unsolicited e-mail, whether or not that email is commercial in nature, are prohibited. Users operating mail servers must ensure that they are not open relays. Anonymous bulk e-mailings are not permitted, and we will terminate the accounts of any customers who attempt to do this. This may happen without notice. If we receive any complaints from recipients or other third parties, or any mailing causes technical problems on our systems, we may take further action to stop this happening again. This may involve the termination of any accounts the sender has and may occur without notice. In the event that we are alerted to anyone sending bulk e-mails, we will generally attempt to make contact with the senders to discuss appropriate actions. We recommend that anybody undertaking this kind of activity has a data protection statement on their Web site explaining how the company fulfils their obligations in terms of the Data Protection Act. Senders must give recipients the ability to easily contact the sender and remove themselves from their mailing list. Senders must be sure that recipients are aware that they are listed on the sender's e-mailing list and that they themselves provided their information or authorised a third party to do so on their behalf. Senders must make every effort to ensure that the information they are sending is of interest to the recipient and matches the reason given for the collection of the e-mail address in the first place (e.g. e-mail collected from people interested in Motorcycle Products should not be sent e-mail relating to tattoos, no matter how likely it may seem that they will be interested in the same topic). In the event of any problems being caused by this type of activity, we will make every effort to ensure that the problem is resolved as quickly as possible. This includes full co-operation with any relevant authorities.

1.4 FACILITATING A VIOLATION OF THIS AUP

Advertising, transmitting, or otherwise making available any software, programme, product, or service that is designed to violate this AUP, or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to spam.

1.5 NEWS

Trust Systems customers should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or 'community standards' describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off topic in most newsgroups, especially non-commercial regional groups. The presence of such articles in a group is not indicative of the group's intended use. Please familiarise yourself with basic USENET netiquette before posting to a newsgroup. Newsgroup spamming: Spam is, first and foremost, a numerical metric-posting of substantively similar articles to multiple newsgroups. This form of spam is sometimes referred to as "excessive multiposting" (EMP). Trust Systems considers 'multi-posting' to 10 or more groups within a two-week period to be excessive. Hostile attacks or invectives (flames) aimed at a group, or an individual poster are generally considered inappropriate in Trust Systems service groups. Flames in the non-service groups are discouraged. Many newsreaders offer filtering capabilities that will bring certain messages to your attention or skip over them altogether (kill files). Trust Systems customers may not cancel messages other than their own messages. A customer may cancel posts forged in that customer's name. Trust Systems may cancel any postings that violate this AUP.

1.6 WEB

Using a Trust Systems Web site address or Trust Systems hosted Web account for the purpose of distributing illegal material is prohibited. Trust Systems will co-operate with authorities to remedy breaches of this policy.

Using a Trust Systems Web site address or Trust Systems hosted Web account to collect responses from unsolicited commercial e-mail is also prohibited.

1.7 EXCESSIVE BANDWIDTH OR DISK UTILISATION

Trust Systems account descriptions specify current limits on bandwidth and disk utilisation. Where limits are not specifically defined the judgement of the Trust Systems Technical Support team shall be used to define those limits. The use of bandwidth or disk space in excess of those limits is not permitted. The total number of bytes transferred from an account's Web and FTP space determines bandwidth utilisation. The total number of bytes

required to store an account's Web, FTP, and Mail data determines disk utilisation. If Trust Systems determines that excessive bandwidth or disk space utilisation is adversely affecting Trust Systems' ability to provide service, Trust Systems may take immediate action. Trust Systems will attempt to notify the account owner by e-mail as soon as possible.

2. REPORTING TO TRUST SYSTEMS'S ABUSE DEPARTMENT

Trust Systems requests that anyone who believes that there is a violation of this AUP should direct the information to the AUP Abuse Staff at this address: support@trustsystems.co.uk Trust Systems customers who wish to report 'spam' from a non-Trust Systems source should send copies of the e-mail they received along with full header information. Some messages may not receive a response, but Trust Systems may use the information received at this address to aid in the development of Trust Systems' filter lists. All issues involving other e-mail abuse originating from Trust Systems e-mail or network addresses should also be sent to the above address, along with all issues regarding USENET 'news' abuse issues originating from Trust Systems customers, other suspicious activity such as port scans or attempts to penetrate network resources and virus distribution and copyright infringement.

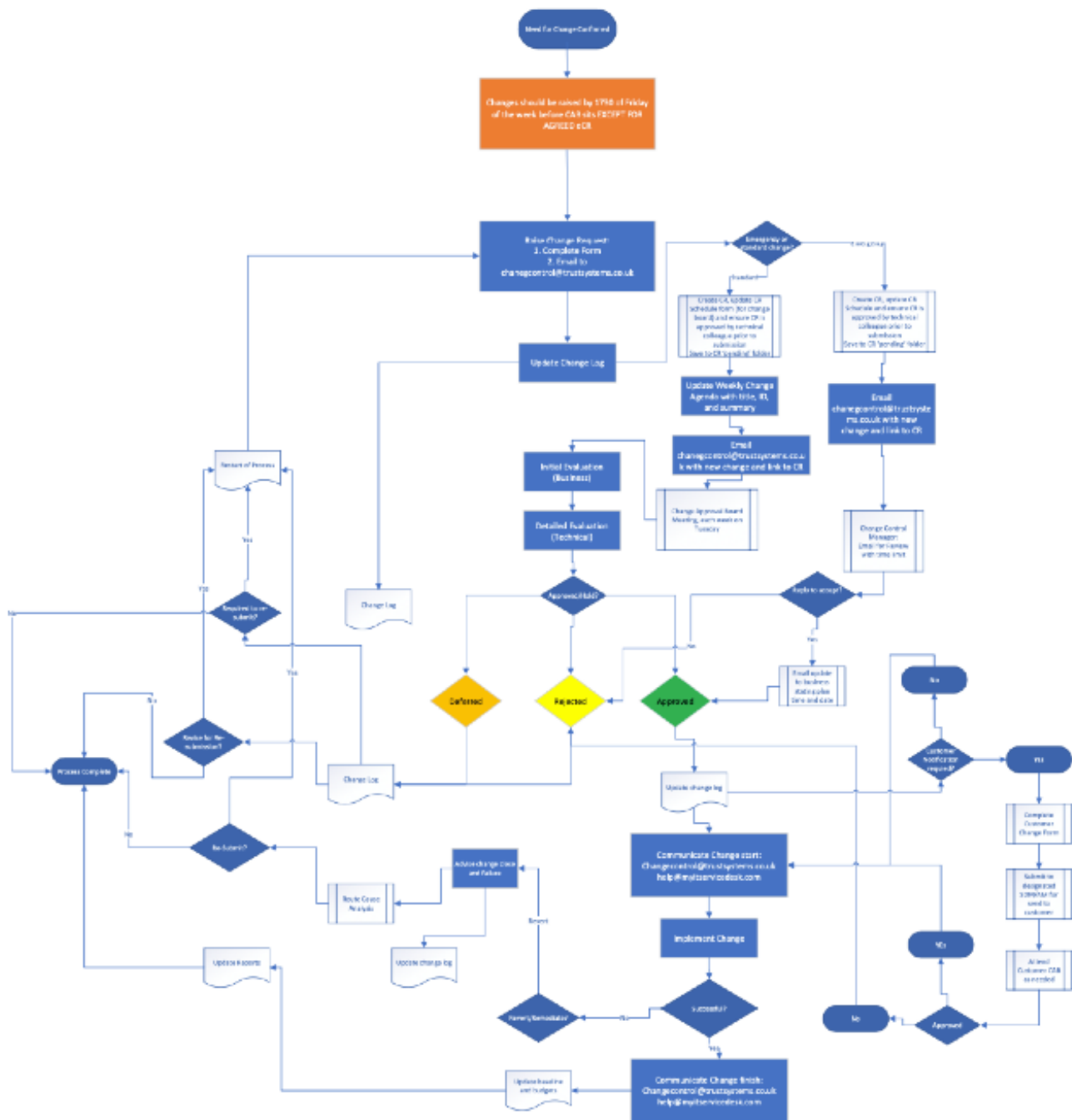
TRUST SYSTEMS MAY TAKE ANY ONE OR MORE OF THE FOLLOWING ACTIONS IN RESPONSE TO COMPLAINTS:

- Issue warnings written or verbal
- Suspend the customer's newsgroup posting privileges
- Suspend the customer's account
- Terminate the customer's account
- Invoice the customer for administrative costs, loss of service and/or reactivation charges

WHAT INFORMATION SHOULD BE SUBMITTED?

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation Copies of e-mail with full header information provide all the required information, as do syslog files and firewall logs. Other situations will require different methods.

SCHEDULE 3 – CHANGE MANAGEMENT PROCESS



SCHEDULE 4 – CUSTOMER COMPLETION NOTE

Trust Systems Limited

Customer Completion Note Document

XX (Customer Issue)

Document; outlining the Customer service approvals for the provisioned services

Solution Approval

Customer Signature	SOW Reference	Date Signed:

Customer accepts the SOW has been delivered and including supporting sign off below.

Signoff List

Full Name	Document link	Signed By	Date
Fast Field Form Site X			
Fast Field Form Site Y			
User Acceptance Test System A			
User Acceptance Test System B			

Version Control

When any part of this document is amended, a record is made in the Amendment Log shown below.

**To add a new version, please insert a row below, drag the 'version' document property down to your new row and enter your new version. Make sure you refill the issue number in the row above with the previous version number.*

Issue	Issue Date	Additions/Alterations	Next Review Date	Initials
1	01/10/2023	Initial Document	[Next Review]	PDK