

FSW IT Solutions Limited – Software Subscription Terms and Conditions

Contract Cover Sheet and Terms and Conditions

This contract cover sheet sets out the details of the subscription You are taking from Us, pursuant to the Terms and Conditions. By signing this contract cover sheet, you are confirming you have read, understood and agree to be bound by the Agreement which comprises this Contract Cover Sheet and the Terms and Conditions.

Customer Name:	<i>[Insert full company name]</i>
Customer Registration Number:	<i>[Insert company registration number]</i>
Customer registered office address (and main place of business if different from registered office address):	
Software:	Structure Life Cycle Planning Tool
Fees:	See – quote
Commencement Date:	01/04/20xx
Initial Subscription Period:	12 months.
Special terms:	N/A

Please sign below to confirm you have read, understand and accept the terms of the Agreement.

Signed by an authorised signatory for and on behalf of the Customer	Signed by an authorised signatory for and on behalf of FSW IT Solutions Limited
Name.....	Name.....
Date.....	Date.....

FSW IT Solutions Limited – Software Subscription Terms and Conditions

The Conditions

These terms and conditions apply to the software known as Structure Life Cycle Planning Tool and the terms on which We grant You a licence to use such software on a subscription basis. Please read these terms and conditions carefully. By signing the Contract Cover Sheet, You are confirming You agree to be bound by these terms and conditions, in particular the limitation of liability provisions contained in clause 9.

BACKGROUND

- (A) We are authorised to grant subscriptions to use the Software.
- (B) You would like Us to grant a subscription to You to use the Software for the duration of this Agreement. As part of that subscription, We will provide maintenance, support and hosting services in respect of the Software.
- (C) We will provide and You will receive and pay for a subscription to use the Software and to receive the maintenance, support and hosting services subject to these terms and conditions.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Agreement.

Affiliate;	in relation to a party, any entity controlling, controlled by or under common control with such party and “control” shall have the meaning given to it in section 1124 of the Corporation Tax Act 2010.
Agreement;	the Agreement made between You and Us for provision of the Software and the Services comprising these Conditions and the Contract Cover Sheet.
Commencement Date;	the date the Agreement starts, as detailed in the Contract Cover Sheet.
Conditions;	these terms and conditions.
Confidential Information;	information belonging to or relating to a party’s business affairs or activities which (i) has been labelled as such or identified as Confidential Information or (ii) may reasonably be deemed to be confidential in the circumstance of its disclosure or use, including (but not limited to) any documents We produce for You as part of the Consultancy Services.
Contract Cover Sheet;	the Contract Cover Sheet containing the specific details relevant to the Software and the Services to be supplied.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures;	as defined in the Data Protection Legislation.
Customer Data;	the data supplied by You to Us for the purpose of the providing the Software and the Services.
Data Protection Legislation;	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation,

FSW IT Solutions Limited – Software Subscription Terms and Conditions

the privacy of electronic communications).

Fault;		any failure of the Software to perform the facilities or functions confirmed in writing by Us.
Fees;		the fees payable for Your subscription to use the Software and the Services.
Hosting Services;		the hosting services supplied in respect of the Software by Us through the third party chosen by Us to host the Software, details of which are available on request.
Initial Period;	Subscription	The initial period of the Subscription, as detailed in the Contract Cover Sheet.
Intellectual Rights;	Property	all patents, copyright and related rights, trade marks, business names, rights in get up and goodwill, the right to use for passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how) and all other intellectual property rights, registered or unregistered, which subsist now or in the future in any part of the world.
Renewal Period;		shall have the meaning given in clause 10.1.
SLA;		Our SLA for providing the Services as detailed in Annex 1 of these Conditions.
Software;		the software known as Structure Life Cycle Planning Tool as more fully described in the Contract Cover Sheet.
Subscription Period;		the duration of Your Subscription being the Initial Subscription Period and any Renewal Period.
Subscription;		Your Subscription to use the Software which is granted in accordance with the terms of this Agreement, and in particular clause 3.
Services;		the maintenance and support Services provided by Us to You under the Agreement and in accordance with the SLA and the Hosting Services.
Third Party Software		any third-party software applications which We use in order to make available certain aspects of the Software available to You.
UK Data Protection Legislation;		all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018.
We, Us, Our;		FSW IT Solutions Limited, company registration number 07356859.
Working Day;		a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Working Hours;		9.00 am to 5.00 pm local UK time, each Working Day.
You, Your;		The customer whose details are contained in the Contract Cover Sheet, which may include Your Affiliates where expressly specified in the Contract Cover Sheet.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.

FSW IT Solutions Limited – Software Subscription Terms and Conditions

2. THE SOFTWARE AND SERVICES: OUR OBLIGATIONS

- 2.1 We shall, during the Subscription Period, grant you a licence to use the Software and provide the Services to You subject to the terms of the Agreement.
- 2.2 The Services shall be supplied in a professional and diligent manner, using reasonable skill and care, in accordance with good industry practice.
- 2.3 We reserve the right to alter the scope of the Software if this is necessary to comply with any applicable law or regulatory requirement. However, if such alteration constitutes a material change to the scope of the Software, We shall notify You of such alteration in advance and You shall have the option to terminate the Agreement provided You notify Us in writing of your decision to terminate within 10 days of Our notification of such alteration.
- 2.4 We shall:
 - 2.4.1 co-operate with You and provide You with the information You reasonably require in relation to provision of the Software and the Services;
 - 2.4.2 ensure that the terms of the Contract Cover Sheet are accurate and correct;
 - 2.4.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Services and/or Software before the Commencement Date;
 - 2.4.4 comply with all applicable laws.
- 2.5 We shall, from the Commencement Date until termination of this Agreement, provide the Hosting Services to You in respect of the Software.
- 2.6 We confirm that We have the necessary permissions and consents to make the Hosting Services available to You.
- 2.7 We shall endeavour to make the Hosting Services available on a 24x7 basis, subject to planned and emergency maintenance. We aim to achieve a minimum of 95% service availability for the Hosting Services. If the Hosting Services are unavailable, or You are experiencing issues with the Hosting Services, We shall make technical support available to You in accordance with the SLA.
- 2.8 You may not resell the Hosting Services and You may not allow anyone who does not work for You to use the Hosting Services.

3. SUBSCRIPTION

- 3.1 In consideration of You paying the Fees, We shall grant to You Subject to clause 3.2, a non-exclusive, non-transferable, limited licence to use the Software, including any applicable Third-Party Software for Your own business purposes for the Subscription Period. For the avoidance of doubt, nothing in this clause shall operate to transfer any Intellectual Property Rights in the Software and/or the Third-Party Software.
- 3.2 Except as permitted by clause 3.1, You agree that You:
 - 3.2.1 will not sell assign, lease, rent, loan, transmit, network or otherwise distribute or make available the Software in any manner to third parties without Our prior written consent;
 - 3.2.2 will use the Software for Your own business purposes only;
 - 3.2.3 will take steps to keep the Software secure and safeguard it from theft or from access by unauthorised persons;

FSW IT Solutions Limited – Software Subscription Terms and Conditions

- 3.2.4 shall not (and shall not permit any third party to) reverse engineer, decompile or disassemble, the Software in order to compete with Us or in order to re-sell or offer the Software for commercial gain; and
 - 3.2.5 shall indemnify Us against any loss or damage We may suffer as a result of your breach of this clause 3.
- 3.3 You will permit Us to carry out remote checks to verify that You have the correct number of licences in place and are complying with the terms of the licence and this Agreement.
- 3.4 We shall provide the Support Services during Working Hours in accordance with Our SLA. We may agree to provide the Support Services outside of these times subject to Our prior written agreement. The terms of any such additional support shall be detailed in the Contract Cover Sheet.
- 3.5 The following issues are excluded from the Support Services:
 - 3.5.1 if You have modified or customised the Software without making Us aware in advance and providing a reasonable level of documentation explaining the modification or customisation;
 - 3.5.2 for any software or hardware other than the Software or any programs used in conjunction with the Software;
 - 3.5.3 unauthorised use of the Software or operator error;
 - 3.5.4 routine tasks which would normally be carried out by Your personnel such as day to day operations (amending structure information, loading inspection reports), any additional installed software or provision of reports already inherent in the Software;
 - 3.5.5 the internal and external networks relating to the systems used by You and any of Your Affiliates or Partners;
 - 3.5.6 producing, updating or reviewing content on Your website (including translations) unless this has been specifically agreed between both of us in writing;
 - 3.5.7 the generation and management of data supplied by You regarding bridges and structures data, except where this has been specifically agreed between both of us in writing;
 - 3.5.8 generation of reporting and monitoring information other than what has been agreed between both of us in writing; and/or
 - 3.5.9 faults or capacity issues which are due to the equipment on which the Software is operates.
- 3.6 If an issue is excluded from the Support Services (as detailed in clause 3.5) We shall notify You as soon as We become aware of this. We may agree to provide Support Services for such issue, but You acknowledge that this may be subject to an additional charge, which We shall agree with You in advance.
- 3.7 We shall endeavour to provide Support Services remotely. If a Fault requires an on-site visit, or if You would like Us to attend Your site in order to resolve a Fault, this may be subject to an additional charge. We shall discuss this with You and agree any such charge with You before any on-site visit takes place.

4. YOUR OBLIGATIONS

- 4.1 You shall:

FSW IT Solutions Limited – Software Subscription Terms and Conditions

- 4.1.1 co-operate with Us and provide Us with the information We reasonably require in order to provide the Services;
 - 4.1.2 ensure that the terms of the Contract Cover Sheet are accurate and correct;
 - 4.1.3 provide Us and Our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Us to provide the Services and/or the Software;
 - 4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services and/or Software before the Commencement Date;
 - 4.1.5 comply with all applicable laws; and
 - 4.1.6 keep any of Our materials, equipment, documents and other property (**FSW Materials**) at Your premises in safe custody at Your own risk, maintain the FSW Materials in good condition until returned to Us, and not dispose of or use the FSW Materials other than in accordance with Our written instructions or authorisation.
- 4.2 If We cannot perform or We delayed in performing any of Our contractual obligations due to Your acts or omissions or a failure by You to perform Your contractual obligations (**Your Default**):
 - 4.2.1 without limiting or affecting any other right or remedy available to Us, We may suspend supply of the Software and/or the Services until You remedy Your Default, and We can rely on Your Default to relieve Us from the performance of any of Our obligations in each case to the extent Your Default prevents or delays Us performing any of Our obligations;
 - 4.2.2 We will not be liable for any costs or losses You suffer or incurred due to Our failure or delay in performing Our obligations as set out in this clause 4.2; and
 - 4.2.3 You will reimburse Us on written demand for any costs or losses We suffer or incur arising as a result of Your Default.
- 5. CHARGES AND PAYMENT**
 - 5.1 The Fees shall be as specified in the Contract Cover Sheet and shall be invoiced [in advance] as detailed in the Contract Cover Sheet.
 - 5.2 Our invoices are due for payment within thirty (30) days of the date of invoice. If You dispute Our invoice, You must tell Us as soon as possible, and in any event, before the invoice is due for payment.
 - 5.3 Value added tax shall be added to Our invoices where applicable.
 - 5.4 If Our invoices are not paid on the due date, unless You have told Us that you dispute the invoice (in accordance with clause 5.2) then We may either:
 - 5.4.1 suspend supply of the Services and/or Software, by giving You ten (10) days' notice in writing, until payment of all outstanding invoices has been made; and
 - 5.4.2 treat such non-payment as a material breach and terminate the Agreement in accordance with clause 10.3.1.
 - 5.5 The Fees shall remain fixed for the Initial Subscription Period. We may increase the Fees at the start of each Renewal Period upon 90 days' prior notice to You and the Contract Cover Sheet shall be deemed to have been amended accordingly. We may increase the Fees no more than once in any twelve (12) month period.

FSW IT Solutions Limited – Software Subscription Terms and Conditions

6. INTELLECTUAL PROPERTY RIGHTS

We have been granted a licence to provide subscriptions to use the Software known as BridgeStation by the owner of the Software, being London Bridges Engineering Group (LoBEG). You acknowledge and agree that We and/or Our licensor own all Intellectual Property Rights in the Software supplied to You.

7. DATA PROTECTION

- 7.1 You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 7.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 7.3 Both of Us acknowledge that:
- 7.3.1 if We process any personal data on Your behalf when performing Our obligations under the Agreement, You are the controller and We are the processor for the purposes of the Data Protection Legislation.
 - 7.3.2 Annex 2 sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
 - 7.3.3 the personal data shall not be transferred or stored outside the UK and EEA or the country where You are located in order to provide the Services and the Software to You under this Agreement, without Your prior written consent. If any such consent is given by You, We shall always comply with the provisions of clause 7.5.
- 7.4 Without prejudice to the generality of clause 7.2, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of the Agreement.
- 7.5 Without prejudice to the generality of clause 7.2, We shall, in relation to any personal data processed by Us when We perform Our obligations under the Agreement:
- 7.5.1 process that personal data only on Your documented written instructions unless We are required by laws of any member of the European Union and/or Domestic UK Law to process such personal data (**Applicable Laws**). If Applicable Laws require Us to process such personal data, We shall tell You before such processing unless those Applicable Laws prohibit Us from doing so;
 - 7.5.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - a) We have provided appropriate safeguards in relation to the transfer;
 - b) the data subject has enforceable rights and effective legal remedies;
 - c) We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - d) We comply with Your reasonable advance instructions when the processing Your personal data;
 - 7.5.3 assist You, at Your cost, in responding to any request from a data subject to enable You to comply with Your Data Protection Legislation obligations with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

FSW IT Solutions Limited – Software Subscription Terms and Conditions

- 7.5.4 promptly notify You on becoming aware of a personal data breach affecting Your personal data;
 - 7.5.5 at Your written request, delete or return Your personal data on termination of the Agreement unless required by Applicable Law to store the personal data; and
 - 7.5.6 maintain records and information to demonstrate Our compliance with this clause 7 and promptly tell You if, in Our opinion, Your instructions infringe Data Protection Legislation.
- 7.6 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage, having regard to the state of technological development and the cost of implementing any such measures.
- 7.7 You consent to Us appointing third-party processors of personal data under the Agreement. A list of such third-party processors is available on request. We confirm that We have entered or (as the case may be) will enter into a written agreement with third-party processors incorporating terms which are substantially similar to those set out in this clause 7. We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to this clause 7.
- 7.8 Upon request, We shall permit You and/or You're a representative on Your behalf, to carry out an audit and inspection to verify Our compliance with this clause 7. Any such audit and inspection shall be carried out on reasonable notice at a mutually convenient time. We shall cooperate with any such audit and inspection. You shall and shall procure that Your representatives shall take reasonable steps to minimise the impact of the audit and inspection on the operation of Our business. Any information disclosed during the audit and inspection shall be treated as Confidential Information and shall be handled in accordance with clause 8.

8. CONFIDENTIALITY

- 8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
 - 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 8.1.2 was in the other party's lawful possession before the disclosure;
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Subject to clause 8.4, each party shall for the duration of the Agreement and for five (5) years thereafter, hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- 8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 8.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of

FSW IT Solutions Limited – Software Subscription Terms and Conditions

disclosure is not prohibited and is given in accordance with this clause 8.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

8.5 We acknowledge that the Customer Data is Your Confidential Information.

8.6 We may publicise Our involvement with You with Your prior written consent such consent not to be unreasonably withheld or delayed.

9. LIMITATION OF LIABILITY

9.1 Except as expressly and specifically provided in the Agreement all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

9.2 Nothing in the Agreement excludes the liability of either of us:

9.2.1 for death or personal injury caused by the other party's negligence; or

9.2.2 for fraud or fraudulent misrepresentation.

9.3 Subject to clause 9.1 and clause 9.2:

9.3.1 Neither of us shall be liable to the other, for any special, indirect or consequential losses suffered or incurred by the other due to a breach of the Agreement, which shall include (without limit) loss of profits, loss of business, damage to goodwill or loss or corruption of data; and

9.3.2 Each party's total aggregate liability to the other for any claims arising in connection with the Agreement shall be limited to the 150% of the Fees paid by You during the 12 months immediately preceding the date on which the claim arose.

10. TERM AND TERMINATION

10.1 The Agreement shall start on the date the Contract Cover Sheet is signed or the Commencement Date, whichever is earlier. The Agreement shall continue for the Initial Subscription Period and thereafter shall automatically renew for subsequent periods of the same length as the Initial Subscription Period ("Renewal Period") unless (i) either party gives the other written notice of termination at least ninety (90) days prior to the expiration of the Initial Subscription Period or the current Renewal Period (as appropriate) or (ii) the Agreement is terminated in accordance with its terms.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

10.2.1 the other party commits a material breach of any other term of the Agreement (if such breach is capable of remedy) fails to remedy that breach within thirty (30) days of being notified in writing to do so;

10.2.2 the other party suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; the other party enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction; a resolution is passed in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction; an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given; the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; a creditor or encumbrancer of

FSW IT Solutions Limited – Software Subscription Terms and Conditions

the other party attaches or takes possession of, or other such process is levied or enforced on or sued against, the other party's assets;

10.2.3 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.3.2; or

10.2.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.3 On termination of the Agreement for any reason:

10.3.1 We shall return to You the Customer Data in Our possession from the then most recent back-up of Your Customer Data provided You have paid all Fees and charges outstanding at the date of termination. Thereafter, We shall delete all Your Personal Data comprised in the Customer Data in accordance with clause 7.5.5;

10.3.2 We shall cease providing the Services to You;

10.3.3 Your licence to use the Software will end; and

10.3.4 any rights, remedies, obligations or liabilities that have accrued up to the date of termination shall not be affected or prejudiced; and

10.3.5 any Clauses which are intended to remain in effect after the date of termination or expiry, shall remain in full force and effect.

11. FORCE MAJEURE

Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delays or prevents its timely performance hereunder. Dates or times by which each party is required to render performance under the Agreement shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

12. ASSIGNMENT

Neither party may assign the Agreement or otherwise transfer any rights or obligations under the Agreement except with the other party's prior written consent (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing either party may novate the Agreement and its rights and obligations hereunder to any entity to which such party transfers all, or substantially all, of its business and assets.

13. ANTI-BRIBERY AND MODERN SLAVERY

Both of us shall:

13.1 comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and Modern Slavery Act 2015 (**Relevant Requirements**); and

13.2 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements.

14. GENERAL

14.1 Variation: No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

FSW IT Solutions Limited – Software Subscription Terms and Conditions

- 14.2 Waiver: If a party fails to or delays in exercising a right or remedy provided under the Agreement or by law, this does not mean that party has waived that right or remedy, and it prevent or restrict the exercise of that or any other right or remedy in future. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.3 Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- 14.4 Entire Agreement: The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.5 No Partnership or Agency: Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

15. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16. NOTICES

All notices made pursuant to the Agreement must be made in writing (which shall include a notice given by email to a valid email address). Any written notice shall be sent postage prepaid by registered or recorded mail or reputable courier service, addressed to the other party's address stated above (as amended by written notice from time to time) and shall be marked for the attention of "The Directors". Unless otherwise provided in the Agreement, all notices shall be deemed as given on the day of their receipt by the receiving party.

17. GOVERNING LAW AND JURISDICTION

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

FSW IT Solutions Limited – Software Subscription Terms and Conditions

Annex 1 – Service Level Agreement

1. The Support Services

1.1 You may contact the Help Desk as follows:

E-Mail: tickets@bridgestation.co.uk

Telephone: 020 3551 9320

Online Portal (ticketing system): www.bridgestation.co.uk/support

1.2 Requests for Support Services are placed with the FSW help desk, in accordance with the process outlined in paragraph 3 of this SLA. The help desk will register the call and allocate it to the relevant account manager. The help desk service is available between the hours of 9.00 and 17.00. Calls will be answered personally. If Our support technicians are unavailable an answer phone service will be available. Messages left on answer phone will be responded to by 10.00 on the next Working Day.

1.3 Requests can also be placed by email or via an online ticketing system, using the details above.

1.4 All requests for the Support Services logged by the help desk will be recorded in a Fault log and the Fault reference will be advised to You for future reference.

1.5 We provide a “knowledge base”, “user manual” and articles and documents for use by end users of the Software. This can be accessed at <http://www.bridgestation.co.uk/support>

1.6 We will issue prior notice of any updates or new releases to the Software. We will provide advance notice of down time due to essential maintenance with suggestions for managing the process locally.

1.7 We will monitor the general performance of the Software and provide appropriate notice of any problem or potential problem affecting the Software.

1.8 If We receive a request from You to make changes to the Software for better performance of the Software, We may either integrate such changes into planned works or product a fee quote for You in respect of such work.

1.9 We will provide six (6) months’ notice of mandatory (non-statutory) changes that We initiate to the interface of the Software.

1.10 We will provide access for You to all bug fixes and error corrections as part of the Support Services.

2. Cases are prioritised as follows:

The following represents the different priority levels applied by the help desk and the target timescales for responses.

Priority	Description	First Response	Work around or temporary fix	Resolution
Urgent	A serious Fault which prevents use of a critical aspect of the Software (“System Down”)	Within 30 minutes during a Working Hours	6 Working Hours	6 Working Hours

FSW IT Solutions Limited – Software Subscription Terms and Conditions

High	A serious Fault which needs to be dealt with quickly	Within 30 minutes during a Working Hour	6 Working Hours	6 Working Hours
Medium	A Fault which does not cause System Down but does cause serious inconvenience for users	Within 30 minutes during a Working Hour	1 Working Day	1 Working Day
Low	A minor fault which causes little disruption or a request for information	Within 30 minutes during a Working Hour	1 Working Day	1 Working Day

“First Response” is defined as a discussion with an appropriately qualified person during which further details and actions are confirmed. The time to First Response is the time from the request for the Support Services being made to the time the qualified person calls the person who has made the request or confirmation is given that all the information required has been received by either email or telephone.

“Fix” is defined as, having determine the call as a Fault call, providing a “work around” to the Fault. There are normally two stages in providing corrections to a Fault,: a “work around” procedure e.g. fix program to correct the initial problem and a “Resolution” to provide a permanent solution.

“Resolution” is defined as having provided a permanent solution to the Fault.

3. Help desk incident logging – procedures

- 3.1 When We receive Your request for Support Services, We will, with you, determine the nature of the call and the nature of the request for Support Services.
- 3.2 Incidents will be logged in a help desk ticketing system and will be prioritised in accordance with the Fault classification table above.
- 3.3 We will maintain time logs for individual tickets in the ticketing system.
- 3.4 If the request is for the provision of information, such information will be supplied and the ticket will be closed.
- 3.5 If the call is a potential Fault call, a description of the Fault will be entered in the ticket tracking system and a priority assigned to the ticket by Us. We may adjust the priority of the Fault as investigations into the Fault proceed and You will be informed of any change in priority.
- 3.6 If the incident is considered to be an additional ad-hoc /custom report, again the incident will be logged and We will supply or make arrangements to provide the information.
- 3.7 If the call is a request for an enhancement or change to the Software it will be logged in the BridgeStation Issue Log and considered in the appropriate forums.
- 3.8 At this time We may ask for further information or documentation from You or ask You to carry out some investigative work. This request will be clearly stated and recorded as the times quoted for Resolution or Fix will run from the time when this request has been met by You.
- 3.9 Once a ticket has been logged, We will determine the most effective way to resolve the problem in a timely manner.

FSW IT Solutions Limited – Software Subscription Terms and Conditions

- 3.10 We will advise you on the estimated time to resolve the issue if this is longer than one hour.
- 3.11 For the purposes of calculating elapsed times during a logged Fault or problem event, only that time that elapses during Working Hours will be counted. Any ongoing problem resolution activities will be suspended at 17.00 hours on a Working Day and will not resume until 9.00am on the next Working Day. Depending on the urgency of the call, We will endeavour to provide support beyond these hours but no guarantees are given.
- 3.12 Target fix and resolution times only apply to a Fault and problem events where We have sole responsibility for the Fault. Where responsibility is joint, We will endeavour to work with the other party to achieve the target times, but We cannot guarantee that such times will be met.
- 3.13 If the problem relates to third party items (e.g. hardware, operating system software) the problem report will be passed to the appropriate supplier for resolution. We will monitor the problem report and keep You informed of progress.
- 3.14 All maintenance activities undertaken by Us will follow approved security procedures. These will follow normally IT change control and release management procedures.
- 3.15 We will ensure that Your appropriate personnel are kept regularly informed on the progress of Fault resolution, advising of key events and expected clearance times.
- 3.16 We reserve the right to close a ticket if You have not responded to a request for confirmation of completion within 15 days.
- 3.17 Fault logs and issue logs will be discussed between us at Our regular meetings with You.

4. Backups

Backups of the database and data storage are carried out on a daily basis and copies are stored offsite. The complete arrangements for backups are available on request.

5. Review Escalation

If You have concerns about the progress of a Support Service issue, You can raise Your concerns with Us by escalating to the following people:

- | | | | |
|---|--|---------------|-------------------------------|
| 1 | Ryan Finn – Account Manager and Lead Support Technician | 0207 974 8951 | Ryan.finn@fswit.co.uk |
| 2 | Bhavin Shah – Software developer and Support Technician | 0207 974 8703 | Bhavin.shah@fswit.co.uk |
| 3 | Jonathan Wheatley – Test Engineer and Support Technician | 0207 974 8742 | Jonathan.wheatley@fswit.co.uk |

Annex 2 – Processing, Personal Data and Data Subjects

1. Processing by Us

The subject matter and duration of the processing of the personal data are set out in the Agreement

2. Types of Personal Data

Full Name;

Email Address;

Organisation;

Job Title/Role;

Telephone Number;

3. Categories of Data Subject

Account details for authorized users.

A list of subprocessors is available on request.

END