

AGREEMENT

Empactis Ltd Terms & Conditions

1. Definitions and interpretation

1.1 In these terms and conditions the following expressions shall have the meanings assigned to them below:

- 1.1.1 **"Empactis System"** or **"System"** means the hosted software application provided by the Supplier enabling access by Authorised Users via the internet and or telephone
- 1.1.2 **"Authorised Users"** means those employees and independent contractors, 3rd party advisors of the Customer whose employee and case data is held in the system in order for them to report their absence or for the Customer to manage cases and operate the System [Authorised Users may also be Managers, Champions or other types of System user but]. For the purpose of this definition each Authorised User is counted only once against a unique System ID employee or user number
- 1.1.3 **"Business Day"** means any day which is not a Saturday Sunday or public holiday in England
- 1.1.4 **"Confidential Information"** means information which is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clauses 10.6 and 10.7
- 1.1.5 **"Configuration and Implementation known as "onboarding"'"** means the configuration and related work to which reference is made in clause 2.3 and Schedule 2 to be performed by the Supplier in order to configure the System so that it conforms to the Customer's Requirements where such configuration is available or so that the customer can use pre-configured elements of the system
- 1.1.6 **"Customer Account Team"** means the individuals appointed by the Customer from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under the Agreement
- 1.1.7 **"Customer Data"** means the data input into the information fields of the System
 - 1.1.7.1 by the Customer
 - 1.1.7.2 by Authorised Users
 - 1.1.7.3 by the Supplier on the Customer's behalf or
 - 1.1.7.4 (whether directly or indirectly) by any employee of the Customer who provides such data during any telephonic notification of absence or otherwise
- 1.1.8 **"Customer's Onboarding Manager"** means the member of the Customer Account Team appointed in accordance with clause 6.3
- 1.1.9 **"Customer's Requirements"** means the requirements detailed in Schedule 5 and those reasonable requirements of the Customer within the configuration parameters of the System as determined by the Supplier during the Onboarding Initiation Meeting

- 1.1.11 **"Fees"** means the fees payable to the Supplier as described in Schedule 1
- 1.1.12 **"1st Line Support"** means the support services with an issue tracking service supplied by the Supplier to the Customer account team as agreed during implementation shall be governed by Schedules 1 and 3 and include
 - 1.1.12.1 any system configurable details available to the Customer and as outlined in the implementation pack
 - 1.1.12.2 issues relating to problems with Confidential Data as supplied or changed by the Customer and
 - 1.1.12.3 enquiries resulting from changes made by the Customer which have caused a problem for the Customer
- 1.1.13 **"Maintenance and Support"** means any error corrections updates and upgrades which the Supplier may provide or perform with regard to the System as well as any other support or training services provided to the Customer under the Agreement all as described in Schedule 3
- 1.1.14 **"Parties"** means the Supplier and the Customer (and **"Party"** means either of them)
- 1.1.15 **"Onboarding Initiation Meeting"** means the virtual meeting which the Supplier shall have with the Customer once the Customer has entered into a contract with the Supplier for the purpose of implementing the System at which meeting all configuration options shall be explained to the Customer
- 1.1.16 **"Offboarding and Exit"** means the data that will be provided to the customer on termination of this agreement as detailed in Schedule 6
- 1.1.17 **"Service Level Arrangements"** means the service level arrangements set out in Schedule 3.
- 1.1.18 **"Services"** means access to the System for the purpose of the Customer requirements detailed in Schedule 5, Configuration and Implementation and/or Maintenance and Support (as applicable given the context in which the term **"Services"** is used)
- 1.1.19 **"Supplier Account Team"** means the individuals appointed by the Supplier from time to time who shall serve as the Customer's primary contacts for the Customer's activities under the Agreement
- 1.1. 20 **"Supplier's Onboarding Manager"** means the member of the Supplier's Account Team appointed in accordance with clause 2.2
- 1.1.21 **"UK"** means the United Kingdom of Great Britain and Northern Ireland.
- 1.2 In these terms and conditions
 - 1.2.1 clause schedule and paragraph headings shall not affect the interpretation of these terms and conditions
 - 1.2.2 a **"person"** includes a corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives successors or permitted assigns

- 1.2.3 a reference to a **“company”** shall include any company corporation or other body corporate wherever and however incorporated or established
- 1.2.4 words in the singular shall include the plural and vice versa
- 1.2.5 a reference to one gender shall include a reference to the other genders
- 1.2.6 a reference to a statute or statutory provision
 - 1.2.6.1 is a reference to it as it is in force for the time being taking account of any amendment extension or re-enactment and
 - 1.2.6.2 includes any subordinate legislation for the time being in force made under it
- 1.2.7 a reference to **“writing”** or **“written”** includes email but not fax
- 1.2.8 references to clauses and Schedules are to the clauses of and Schedules to these terms and conditions and references to paragraphs are to paragraphs of the relevant Schedule
- 1.2.9 references to the **“Agreement”** are to the agreement between the Supplier and the Customer contained in the Order Confirmation into which these terms and conditions are incorporated by reference
- 1.2.10 references to the **“Order Confirmation”** are to the ancillary sheet entitled “Empactis Order Confirmation” included at the head of these terms
- 1.3 The words
 - 1.3.1 **“include” “includes” “including” “in particular” and “such as”** are to be construed as if they were immediately followed by the words **“without limitation”** and
 - 1.3.2 **“other”** and **“otherwise”** are illustrative and shall not limit the sense of the words preceding them or succeeding them.

2. Configuration and Implementation Project (**“Project”**)

- 2.1 The Supplier shall use best endeavours to ensure (insofar as practicable) continuity of the members of the Supplier Account Team pursuant to the Agreement
- 2.2 The Supplier
 - 2.2.1 shall appoint the Supplier's onboarding Manager who shall have the authority contractually to bind the Supplier on all matters relating to the Configuration and Implementation and
 - 2.2.2 shall use best endeavours to ensure continuity of the Supplier's Onboarding Manager but has the right to replace him from time to time where reasonably necessary in the interests of the Supplier's business

2.3 The Supplier shall use best endeavours

- 2.3.1 to perform the Configuration and Implementation in line with timescales agreed with the customer from time to time
 - 2.3.2 provided that the Supplier shall not be held accountable for any delay caused by the Customer
 - 2.3.3 to the agreed scope and budget as defined in the onboarding meeting.
 - 2.3.4 Any changes to the scope of the Implementation will be managed into or out of scope by the change control process defined in Schedule 3 and agreed by the supplier and customer managers.
- 2.4 On completion of the Configuration and Implementation the Customer shall be notified that onboarding is complete. Within twenty (20) Business days of the completion of the Configuration and Implementation the Customer shall review the configuration to confirm that the System has been configured as was requested. Non-conformances shall be notified to the Supplier, giving a detailed description of any such non-conformance ("**Error**"), in writing within the twenty (20) business day review period
- 2.5 With regard to any Errors the Supplier shall use reasonable efforts to correct any such Error within a reasonable time if the Supplier agrees that such Error is indeed a mistake made in the on boarding process by the supplier
- 2.6 If the Customer does not provide any written comments in the twenty (20) business day period described in clause 2.4 or if by the supplier's judgement the System is found to conform with the Customer's Requirements the Configuration and Implementation Services shall be deemed accepted and the onboarding process complete.

3. Services

- 3.1 The Supplier shall perform the Services (including Maintenance and Support) and the Service Level Arrangements shall apply with effect from the start of the calendar month after the Configuration and Implementation has been satisfactorily completed or when Authorised Users begin to use the System ("Commencement Date")
- 3.2 In relation to Authorised Users
- 3.2.1 the Customer's access to the Services shall be limited to the number of individual Authorised Users whose data is held in the System
 - 3.2.2 the Customer shall
 - 3.2.2.1 agree that following completion of Service Rollout to all Authorised Users, the number of Authorised Users is the number held in the System as the end of each calendar month and
 - 3.2.2.2 the Supplier will use such number for invoicing
 - 3.2.3 the Customer shall use reasonable efforts to ensure
 - 3.2.3.1 that each Authorised User keeps a secure password for his use of the System
 - 3.2.3.2 that such password is changed no less frequently than every forty five (45) days.

- 3.2.3.3 that each Authorised User keeps his password confidential
 - 3.2.4 the Supplier may audit the System regarding the name and password for each Authorised User and such audit
 - 3.2.4.1 may be conducted no more than once per quarter at the Supplier's expense and
 - 3.2.4.2 shall be exercised with reasonable prior notice in a manner so as not substantially to interfere with the normal conduct of the Customer's business and
 - 3.2.5 if such audit reveals that passwords have been provided to individuals who are not Authorised Users the Customer
 - 3.2.5.1 shall promptly disable such passwords and
 - 3.2.5.2 shall not issue any new passwords to such individuals
- 3.3 In relation to the System
 - 3.3.1 the Supplier hereby grants to the Customer on and subject to these terms and conditions a non-exclusive non-transferable licence
 - 3.3.1.1 to allow Authorised Users to access the System through the Services and
 - 3.3.1.2 to use the System solely for the Customer's business purposes and
 - 3.3.2 the Customer shall not
 - 3.3.2.1 use it to provide services to third parties or
 - 3.3.2.2 transfer temporarily or permanently any of its rights under the Agreement or
 - 3.3.2.3 attempt to obtain or assist others in obtaining access to the System other than as provided under this clause 3.3.2

4. Customer Data

4.1 Archiving procedures

- 4.1.1 The Supplier shall follow its archiving procedures for Customer Data.
- 4.1.2 In particular in the event of any loss or damage to Customer Data the Supplier shall use best endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier
- 4.1.3 The Supplier shall not be responsible for any loss destruction alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up)

4.2 Data protection

- 4.2.1 As specified in the Controller-Processor Agreement in Schedule 5. The Supplier shall
 - 4.2.1.1 process all Customer Data strictly in accordance with (a) the terms of the Agreement and (b) the Customer's reasonable instructions from time to time
 - 4.2.1.2 take appropriate technical and organisational measures (a) against the unauthorised or unlawful processing of Customer Data and (b) against the accidental loss or destruction of or damage to Customer Data (including adequate back-up procedures and disaster recovery systems)
 - 4.2.1.3 ensure (a) that only such of its employees and agents as may be required by it to assist it in meeting its obligations under the Agreement have access to Customer Data and (b) that all employees and agents used by it to provide the Services have undergone training in the law of data protection and in the care and handling of data such as Customer Data
 - 4.2.1.4 assist the Customer promptly with all subject access requests which may be received from individuals who are the subject of the Customer Data ("**Data Subjects**") (but the Customer shall reimburse the Supplier for any reasonable costs which the Supplier incurs in complying with this requirement to the extent to which such costs are not covered by the payment of any charges under the Agreement)
 - 4.2.1.5 not use the Customer Data for any purposes which may be inconsistent with those notified to the Data Subject on or before the time of collection provided that the Customer has previously supplied to the Supplier copies of all such notices
 - 4.2.1.6 not disclose the Customer Data to a third party in any circumstances other than;
 - (a) at the specific request of the Customer or
 - (b) to such of the Supplier's contractors subcontractors agents servants consultants and advisers as necessary to enable the Supplier to comply with its duties pursuant to this Agreement who have been instructed by the Supplier to treat the Customer Data as confidential or
 - (c) as otherwise specified in this clause 4.2
 - (d) where the data is in an anonymised form as part of an aggregated set of summary data, not including any personally identifiable information.
 - 4.2.1.7 promptly carry out any request from the Customer requiring the Supplier to amend transfer or delete all or any part of the Customer Data where such request is managed through the change process and fees quoted to the customer.
 - 4.2.1.8 notify the Customer immediately upon receiving any notice or communication from any supervisory or government body which relates directly or indirectly to the processing of the Customer Data

- 4.2.1.9 if requested in writing by the Customer from time to time provide to the Customer a copy of the Customer Data in the format and on the media reasonably specified by the Customer with time and expenses charged to the customer
- 4.2.1.10 if any Customer Data in the possession or control of the Supplier become lost corrupted or rendered unusable for any reason promptly restore such Customer Data using its back up and/or disaster recovery procedures at no cost to the Customer and
- 4.2.2 The Supplier acknowledges and agrees that the Customer retains all rights title and interest in the Customer Data including any copyright and database rights
- 4.2.3 Where the Supplier is required on behalf of the Customer to collect any Customer Data in respect of any employee of the Customer it shall be collected on the basis of 'Contract' as defined in Article 6(1)(b) of GDPR. The Customer shall ensure;
 - 4.2.3.1 that the processing of such Customer Data in the manner envisaged by these terms and conditions remains the most appropriate basis for processing and
 - 4.2.3.2 that such employee shall be provided with a written data protection notice in compliance with the Data Protection Act 2018

5 General

- 5.1 The Supplier undertakes that the Services will be performed with all reasonable skill and care
- 5.2 The Supplier reserves the right to make reasonable amendments to the Services and these terms and conditions from time to time
- 5.3 The Agreement shall not prevent the Supplier
 - 5.4.1 from entering into similar agreements with third parties or
 - 5.4.2 from independently developing using selling or licensing materials products or services which are similar to those provided under the Agreement

6. Customer's obligations

The Customer shall

- 6.1 provide the Supplier with
 - 6.1.1 all agreed co-operation in relation to the Agreement and Configuration and Implementation onboarding process
 - 6.1.2 all agreed access to such information as may be required by the Supplier in order to enable it to render the Services including but not limited to Customer Data security access information and software interfaces to the Customer's other business applications if required by the customer
- 6.2 provide such personnel assistance including the Customer Account Team and other Customer personnel as may be reasonably requested by the Supplier from time to time

- 6.3 appoint the Customer's Project Manager who shall have the authority to approve matters relating to the Services and
- 6.4 comply with all applicable laws and regulations with respect to its activities under the Agreement

7. Charges and payment

- 7.1 The Customer shall pay to the Supplier the amounts described in Schedule 1 and for the services supplied in the Configuration and Implementation at the rate detailed in Schedule 1 or as stated in the order confirmation
- 7.2 The Customer shall pay to the Supplier the Software licence and the Maintenance and Support fees described in Schedule 1 or the order confirmation for use and Maintenance and Support of the System
- 7.3 The Customer shall pay to the Supplier
 - 7.3.1 the agreed fee cited in Schedule 1 and
 - 7.3.2 thereafter (in accordance with clause 7.6 and Schedule 1) annual fees described in Schedule 1 and billed annually in advance
- 7.4 The Customer shall reimburse the Supplier for all pre-agreed actual reasonable standard class travel expenses including airfare hotel and meals incurred by the Supplier in performance of the Services
- 7.5 All amounts and fees stated or to which reference is made in the Agreement are exclusive of Value Added Tax which shall be added to the Supplier's invoice(s) at the appropriate rate
- 7.6 The Supplier shall invoice the Customer and the following terms shall apply
 - 7.6.1 Each invoice is due and payable to the Supplier thirty (30) days after the invoice date
 - 7.6.2 If the Supplier has not received payment within five (5) days after the due date (and without prejudice to any other rights of the Supplier) interest shall accrue on such due amounts at the rate of four per cent (4%) over the base lending rate of the Supplier's bankers in the UK from time to time commencing on the due date and continuing until fully paid whether before or after the judgment

8. Change control

- 8.1 If the Customer wishes to change the scope or execution of the Services (including Customer requests for additional Authorised Users) it shall submit details of the requested change to the Supplier in writing
- 8.2 If the Customer makes a request pursuant to clause 8.1 the Supplier shall within a reasonable time provide a written estimate to the Customer of
 - 8.2.1 the likely time (work package) required to define and agree a scope to develop a solution and implement the change
 - 8.2.2 any variations to the Fees arising from the change and
 - 8.2.3 where the requested change is not limited to additional Authorised Users, any impact of the change on the terms of the Agreement

- 8.2.4 the Customer and the supplier agree to manage changes via the process defined in Schedule 4 – Change Control
- 8.3 If the Customer wishes the Supplier to proceed with the change, where the requested change is not limited to additional Authorised Users, the Supplier has no obligation to do so at all and in any event not unless and until the Parties have agreed in writing the necessary variations to the Supplier's charges and to any other relevant terms of the Agreement to take account of the change
 - 8.3.1 the Supplier will not reasonably decline to progress any requested change without due commercial reason and explanation to the Customer
- 8.4 The Supplier has the right to make changes as per clause 5.2

9. Proprietary rights

- 9.1 The Customer acknowledges that the Supplier and/or its licensors own all intellectual property rights in or arising from the Services and except as expressly stated herein the Agreement does not grant to the Customer
 - 9.1.1 any rights to or in patents copyrights database rights trade secrets trade names trade marks (whether registered or unregistered) or
 - 9.1.2 any other rights or licences in respect of or arising from the Services or any related documentation
- 9.2 The Supplier warrants that it has all the rights which are necessary to grant all the rights which it purports to grant under and in accordance with the terms of the Agreement

10. Confidentiality

- 10.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the Agreement
- 10.2 A Party's Confidential Information shall not be deemed to include information
 - 10.2.1 which is or becomes publicly known other than through any act or omission of the receiving Party or
 - 10.2.2 which was in the other Party's lawful possession before the disclosure or
 - 10.2.3 which is lawfully disclosed to the receiving Party by a third party without restriction on disclosure or
 - 10.2.4 which is independently developed by the receiving Party (which independent development can be shown by written evidence) or
 - 10.2.5 which is required to be disclosed by law by any court of competent jurisdiction or by any regulatory or administrative body
- 10.3 Each Party shall
 - 10.3.1 hold the other's Confidential Information in confidence and
 - 10.3.2 unless required by law 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

- 10.4 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
- 10.5 The Customer acknowledges that the Services constitute the Supplier's Confidential Information
- 10.6 The Supplier acknowledges that the Customer Data are the Confidential Information of the Customer
- 10.7 This clause 10 shall survive termination of the Agreement however arising

11. Defence against claims

- 11.1 Subject to clause 11.2 the Customer shall indemnify and defend the Supplier against claims actions proceedings losses damages expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services (and not caused directly or indirectly by the negligence of or other breach of duty or of any provision of the Agreement by the Supplier or by any of its servants or agents) provided that
 - 11.1.1 the Customer is given prompt notice of any such claim and
 - 11.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim at the Customer's expense
- 11.2 The Supplier shall defend the Customer its officers directors employees and contractors against any claim that the Services infringe any patent effective as at the Effective Date copyright database right or right of confidentiality and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims provided that
 - 11.2.1 the Supplier is given prompt notice of any such claim and
 - 11.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim at the Supplier's expense
- 11.3 In the defence or settlement of a claim of the type mentioned in clause 11.2 the Supplier may
 - 11.3.1 obtain for the Customer the right to continue using the Services or
 - 11.3.2 replace or modify the Services so that they become non-infringing or
 - 11.3.3 if such remedies are not reasonably available terminate the Agreement without prejudice to any other rights or remedies to which the Customer may be entitled
- 11.4 The Supplier shall have no liability if any alleged infringement of the type mentioned in clause 11.2 is based on
 - 11.4.1 a modification of the Services by anyone on the Customer's behalf other than the Supplier or
 - 11.4.2 the Customer's use of the Services in a manner contrary to the reasonable instructions given to the Customer by the Supplier

12. Liability

- 12.1 The Supplier shall during the term of the Agreement maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with the Agreement such cover to be to a minimum value of one million pounds (£1,000,000) and with an insurance company of repute and the client accepts that the supplier only indemnifies the client for any individual or aggregated claim up to a value of 100% of the maximum amount paid in fees in any one calendar year by the customer to the supplier.
- 12.2 The Supplier shall on request supply to the Customer copies of the relevant certificates of insurance as evidence that such policies remain in force (and the Supplier undertakes to use reasonable commercial efforts to pursue claims under such insurance policies)
- 12.3 Nothing in these terms and conditions shall exclude or limit liability for fraudulent misrepresentation, death or personal injury.
- 12.4 The Supplier shall not be liable under this Agreement for any indirect or consequential loss or damage including (to the extent only that such are indirect or consequential loss or damage only) but not limited to loss of profits, loss of sales, loss of revenue, damage to reputation, loss or waste of management or staff time or interruption of business.

13. Term and termination

- 13.1 The Agreement shall commence on the Effective Date and shall continue for the initial term unless otherwise terminated as provided in this clause 13 and in the Order Confirmation. No later than five (5) full calendar months before the end of the initial term the customer will notify the supplier that it intends to terminate at the end of the initial term. If the client does not provide such notice, then the agreement will continue for another year (12 months) and will continue to renew at each annual anniversary of the extension date unless a termination notice is provided to the supplier 90 days before each anniversary.
- 13.2 Without prejudice to any other rights or remedies to which the Parties may be entitled either Party may terminate the Agreement without liability to the other if
 - 13.2.1 the other Party
 - 13.2.1.1 commits a material breach of any of the terms of the Agreement and
 - 13.2.1.2 (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party's being notified in writing of the breach or
 - 13.2.2 an order is made or a resolution is passed for the winding up of the other Party or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party or
 - 13.2.3 an order is made for the appointment of an administrator to manage the affairs business and property of the other Party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party or notice of intention to appoint an administrator is given by the other Party or by its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or
 - 13.2.4 a receiver is appointed of any of the other Party's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party or if any other person takes possession of or sells the other Party's assets or

- 13.2.5 the other Party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way or becomes bankrupt or
 - 13.2.6 the other Party ceases or threatens to cease to trade or
 - 13.2.7 the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt
- 13.3 On termination of the Agreement for any reason
 - 13.3.1 all licences granted under the Agreement shall immediately terminate
 - 13.3.2 each Party shall return and make no further use of any equipment property materials and other items (and all copies of them) belonging to the other Party
 - 13.3.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives no later than thirty (30) days after the effective date of the termination or expiry of the Agreement a written request for the delivery to the Customer of the then most recent back-up of the Customer Data (and in that event the Supplier shall use best endeavours to deliver the back-up to the Customer within ten [10] days of its receipt of such a written request and the Customer shall pay all pre-agreed expenses incurred by the Supplier in returning or disposing of Customer Data and providing such certification and evidence as requested by the Customer at the time of termination.
 - 13.3.4 the accrued rights of the Parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced
 - 13.3.5 the Customer shall pay all fees due up to and including the end of the next full calendar month after the applicable termination date and fees will be calculated as per schedule 1.

14. Force majeure

The Supplier shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement or from carrying on its business by acts events omissions or accidents beyond its reasonable control including without limitation strikes lock-outs or other industrial disputes (whether involving the workforce of the Supplier or of any other Party) failure of a utility service or transport network act of God war riot civil commotion malicious damage compliance with any law or governmental order rule regulation or direction accident breakdown of plant or machinery fire flood storm or default of Suppliers or sub-contractors provided that the Customer is promptly notified of such an event and of its expected duration

15. Suspension

The Supplier shall be entitled to suspend the provision of the Services under the Agreement if

- 15.1 the Customer fails to make a payment of any amount due under the Agreement
- 15.2 the Supplier serves written notice on the Customer demanding that such payment be made and

- 15.3 such amount remains outstanding forty five (45) days after the date of service of such notice

16. Waiver

- 16.1 A waiver of any right under the Agreement is effective only if it is in writing and applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given
- 16.2 Unless specifically provided otherwise rights arising under the Agreement are cumulative and do not exclude rights provided by law

17. Severance

- 17.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid unenforceable or illegal the other provisions shall remain in force
- 17.2 If any invalid unenforceable or illegal provision would be valid enforceable or legal if some part of it were deleted the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties

18. Entire agreement

- 18.1 The Agreement and any documents to which reference is made in it constitute the whole agreement between the Parties and supersede any previous arrangement understanding or agreement between them relating to the subject matter which they cover
- 18.2 Each of the Parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking promise assurance statement representation warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement other than as expressly set out in the Agreement

19. Assignment

- 19.1 The Customer shall not without the prior written consent of the Supplier assign transfer charge sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement
- 19.2 The Supplier may at any time assign transfer charge sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement

20. 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 and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including but not limited to the making of any representation or warranty the assumption of any obligation or liability and the exercise of any right or power)

21. Third party rights

The Agreement

- 21.1 is made for the benefit of the Parties and (where applicable) of their successors and permitted assigns and
- 21.2 is not intended to benefit or be enforceable by anyone else

22. Notices

- 22.1 Any notice required to be given under the Agreement shall be in writing and shall be
 - 22.1.1 delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in the Agreement or such other address as may have been notified by that Party for such purposes or
 - 22.1.2 sent by email to the other Party but only where that Party has indicated that it will accept service of notice via email to a specific email address
- 22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours at 9 am on the first Business day following delivery) and the following terms shall apply
 - 22.2.1 A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post
 - 22.2.2 A notice sent by email shall be deemed to have been received at the time of transmission (provided that no error message or out of office notification is received). In such circumstances the notice must be reissued pursuant to clause 22.1

23. Governing law and jurisdiction

- 23.1 The Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England
- 23.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with the Agreement

SCHEDULE 1
Fees

Fee category	Fees	Other details
Configuration and Implementation Services related to the onboarding of a customer	Any additional configuration and implementation would be charged at £750 per day or part thereof	Any time agreed to be provided FOC is detailed in the order confirmation
Software licence and Maintenance and Support fee for Authorised Users	As detailed in this Agreement order confirmation	
Hosting set-up	Is included in the onboarding fee	Changes to scope and any resulting charges shall be managed through clause 8. Change Control.
Manager Call Back Service – Variable quarterly charge	The amount of this fee is shown in the “Absence Manager Price List for Manager Call Back Service in UK” and will be invoiced to the Customer monthly along with any other fees due. Charges are on a pence per minute basis	The Supplier reserves the right to amend the price list at any given time and will immediately inform the Customer of any changes. If the Customer wishes to cancel the call back service one month's notice must be provided. Based on current averages the Customer can expect charges equivalent to an annual fee of £0.25 per employee per year.
Development	£950 per day with any agreement detailed in change notes linked to a formal change request	This rate applies to any work agreed via the Change Process.
High Level Technical Consultancy Services	If Absence Manager needs to assist the client by providing high level technical support, such as helping to define a specification for linking a Customers corporate HR system to Empactis then these services are charged at £950 per day unless agreed otherwise in advance	
1st Line Support directly to the clients authorised users	If the Customer requires the Supplier to provide support directly to Authorised Users (not via client account management team) then this time is charged at £750 per day pro rata and billed monthly.	For ad hoc assistance due to system configuration Customer data or other issues not related to a technical error in the System or where the Customer decides not to maintain a client account team.
Training of new client account team members	For client account team members to be entitled support they must have been trained by the Supplier during the implementation project. If the Customer wishes to change the team members then this training time is charged at £750 per day and always starts with a min of 2 hours. Total time will depend on how many functional modules the client has turned on. The Supplier will provide a fixed price quote for such training.	

SCHEDULE 2
Configuration and Implementation Onboarding

1. Implementation

The Supplier and the Customer shall co-operate in implementing the Services in accordance with the Customer's Requirements as detailed in the onboarding meeting

2. Rollout

The Supplier and the Customer shall co-operate in rolling out the Services to the Customer's Authorised Users

3. Implementation Trax

The implementation trax is a document provided by the supplier, if required, to the client detailing the agreed work, scope and time required for the implementation and / or the project workstreams included in scope to date.

If the client is only signing up to use basic, or pre-configured functionality then a trax may not be provided and implementation time is stated in the order confirmation.

SCHEDULE 3
Service Level

A. 1st Line Customer support services

The following shall apply to 1st Line Customer Support:

Support will be given to the Customer's account team (trained administrators as logged during the implementation or via subsequent agreed training and not including more than 3 people unless agreed with the Supplier) who will provide support to the Customer's Authorized Users.

The Customer is responsible for ensuring that the Customer's account team maintain their level of knowledge and skill. This includes the responsibility of the client account team to ensure that the members of its support team familiarise themselves with any new functionality released by the Supplier from time to time as notified in release notes to the Customer's account team.

If a member of the Customer's account team leaves or the Customer wishes to change a member of the team then the Customer agrees to pay the Supplier to train the new team member to a sufficient level of knowledge. As detailed in Schedule 1.

This support will include all aspects of Empactis Functionality, configuration, data and general usage related to the customers configuration.

For each enquiry from the Customer, the Supplier's Support desk will allocate a unique ID number which must be referenced in any subsequent enquiry to the Supplier's support desk..

B. Service Availability

1. Introduction

1.1 Definitions

1.1.1 **"Scheduled Downtime"** means the period of up to 2 (two) hours per month of planned interruptions in the provision of the Services during which periods of interruption the Supplier shall have the right to perform system maintenance backup and upgrade functions for the Services provided always that such planned periods of interruption

1.1.1.1 do not occur between the hours of 5am and 1pm on Monday to Friday

1.1.1.2 are planned in such a way as to attempt reasonably to minimise the impact on the Customer and

1.1.1.3 are notified to the Customer at least 7 (seven) days in advance

1.1.2 **"Service Availability"** means the amount of time in a calendar month during which the Services are

1.1.2.1 available to the Customer and its Authorised Users and

1.1.2.2 capable of performing operations for full provision of the Services

expressed as a percentage of total time excluding Scheduled Downtime and also excluding any events occurrences or other elements of the provision of the Services not within the reasonable control of the Supplier (including any security failures or other problems arising from an act or omission of

the Customer or of an Authorised User or of any third party not under the reasonable control of the Supplier)

1.1.3 “**Unscheduled Downtime**” means the amount of time during which the Service is unavailable for any reason other than for a reason set out in paragraph 1.1.2 of this Schedule 3

1.2 The Supplier is required to ensure that Service Availability shall be 99% (ninety nine per cent) but only if

1.2.1 Service Availability is less than 91% (ninety one per cent) or

1.2.2 there are in any calendar month three periods of Unscheduled Downtime each lasting more than 2 (two) hours

shall this constitute a material breach of this Agreement by the Supplier giving rise to a right of termination by the Customer.

2. **Support Service**

2.1 In this paragraph 2 of Schedule 3

2.1.1 “**Escalation**” means an escalation of the Severity Level attributed by the Supplier to a problem reported to it by the Customer or an Authorised User

2.1.2 “**Severity Level**” means an indicator of the severity of a problem experienced by the Customer or its Authorised Users and reported to the Supplier classified as follows

2.1.2.1 “**Severity Level 1**” problems are events which have a significant impact on the operation of the Services including

- (a) any event which significantly disrupts or threatens to disrupt the Service Levels
- (b) any online application outage that significantly impacts upon the Service Levels
- (c) consistent degradation of performance (response time or function) that significantly impairs the Services
- (d) any repeated unresolved incidents which have significant impact on the operation of the Services and
- (e) a breach of security which allows unauthorised access to the Services provided that such breach does not result from any failing by the Customer or its Authorised Users including allowing a third party to obtain or failing to prevent a third party from obtaining login information (including passwords)

2.1.2.2 “**Severity Level 2**” problems are events which are not minor but which do not have a significant impact on the operation of the Services including an error which disables only certain non-essential functions of the Services and which

- (a) may result in degraded operations including an error which results in faulty processing or
- (b) adversely affects the use of the System

- 2.1.2.3 **“Severity Level 3”** problems are minor events which do not have a significant impact on the operation of the Services
- 2.1.3 **“Support Availability”** means the availability of support to the Customer and its Authorised Users from the Supplier to receive and respond to reports of problems with the Services
- 2.2 Support
 - 2.2.1 for Severity Level 1 problems shall be available from 9am to 5pm and
 - 2.2.2 for Severity Level 2 problems shall be available from 10am to 4pm
- 2.3 The Supplier will assign sufficient resources in a reasonable attempt to resolve the problem as quickly as possible to maintain the Service Levels and the Supplier shall also provide the following support
 - 2.3.1 Severity Level 1 problems
 - 2.3.1.1 These shall be continuously monitored by the Supplier following its receipt of the report by the Customer or Authorised User of the problem
 - 2.3.1.2 The Customer or Authorised User shall be regularly informed of progress throughout the attempts to resolve the problem.
 - 2.3.1.3 If a Severity Level 1 problem is reported outside normal working hours of 9am to 5pm the problem shall be automatically referred to the Service Manager so he can attempt diagnosis and resolution of it
 - 2.3.1.4 The Supplier shall aim to resolve the problem within 1 working day of its being notified of the same
 - 2.3.2 Severity Level 2 problems
 - 2.3.2.1 The Supplier shall inform the Customer or Authorised User of
 - (a) the actions it proposes to take to attempt to resolve the problem and
 - (b) the anticipated timescale
 - 2.3.2.2 The Supplier shall aim to resolve the problem within 2 working days of its being notified of the same
 - 2.3.3 Severity Level 3 problems
 - The Supplier shall aim to resolve the problem within 1 week of its being notified of the same
- 2.4 The Customer or Authorised User shall report a problem by contacting the Supplier on the Customer Service Email Address “gensupport@empactis.com” provided to the Customer and Authorised User by the Supplier from time to time
- 2.5 The Supplier shall obtain details of the problem including the following information
 - 2.5.1 Details of the specific dedicated “client number” which is experiencing the problem
 - 2.5.2 Full description of the problem
 - 2.5.3 Contact name and telephone number of the person reporting the problem

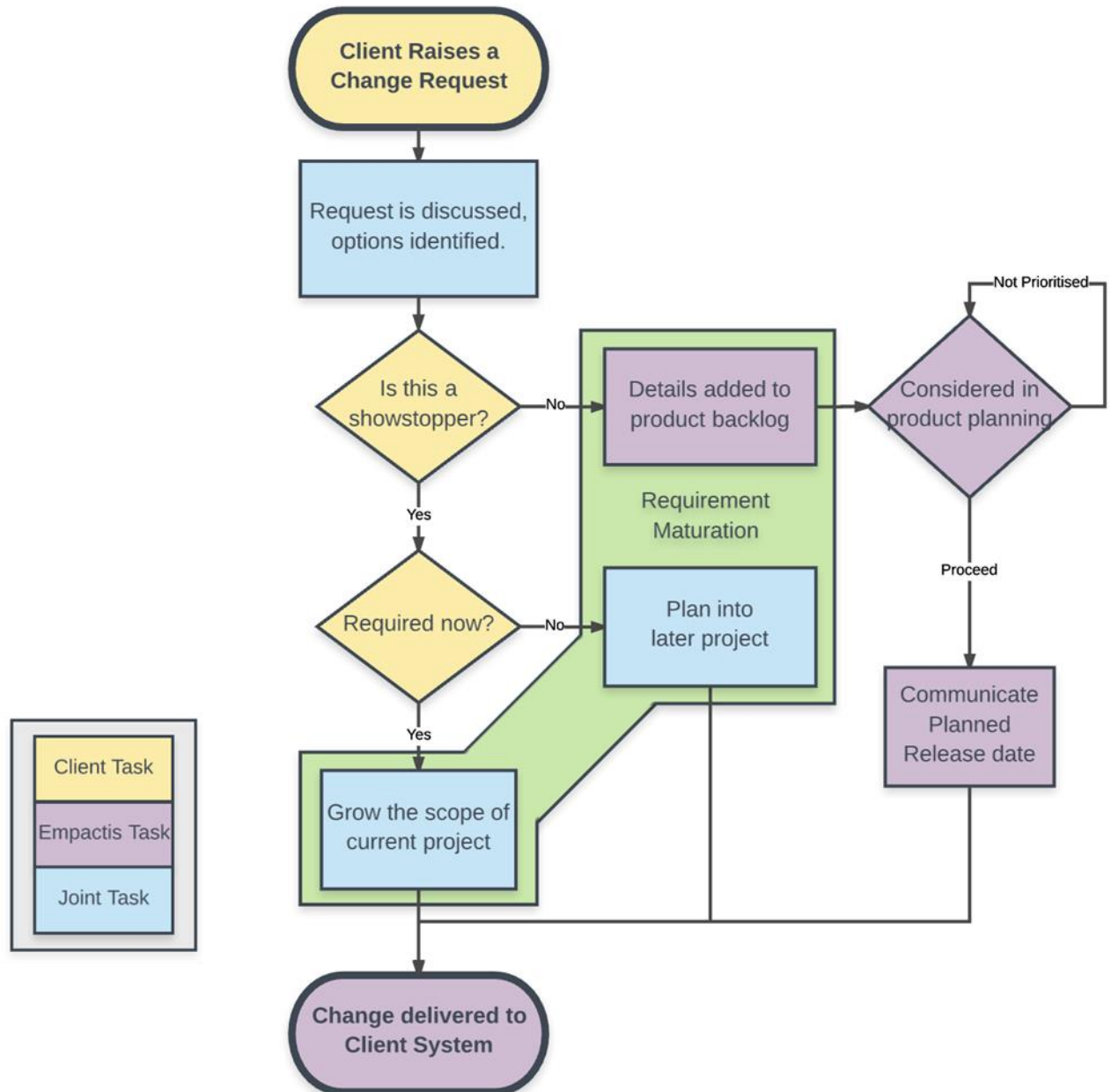
- 2.5.4 The frequency of the problem and a completed support request form as provided by the supplier
- 2.6 The Supplier shall provide to the Customer or Authorised User a unique “fault reference number” and all actions relating to the problem shall be logged by the Supplier under this reference number
- 2.7 The Severity Level of the problem shall be assigned by the Supplier but if the Customer or Authorised User disputes the Supplier’s categorisation then the Supplier shall refer the matter to the Service Manager as soon as possible who shall decide if there should be an Escalation
- 2.8 Once a fault report has been logged the Supplier shall provide an initial response to the Customer or Authorised User
 - 2.8.1 acknowledging receipt of the report of the problem and
 - 2.8.2 providing initial diagnosis and any proposal for resolving the problem.
- 2.9 When the problem has been resolved the Supplier shall so inform the Customer or Authorised User and close the reference

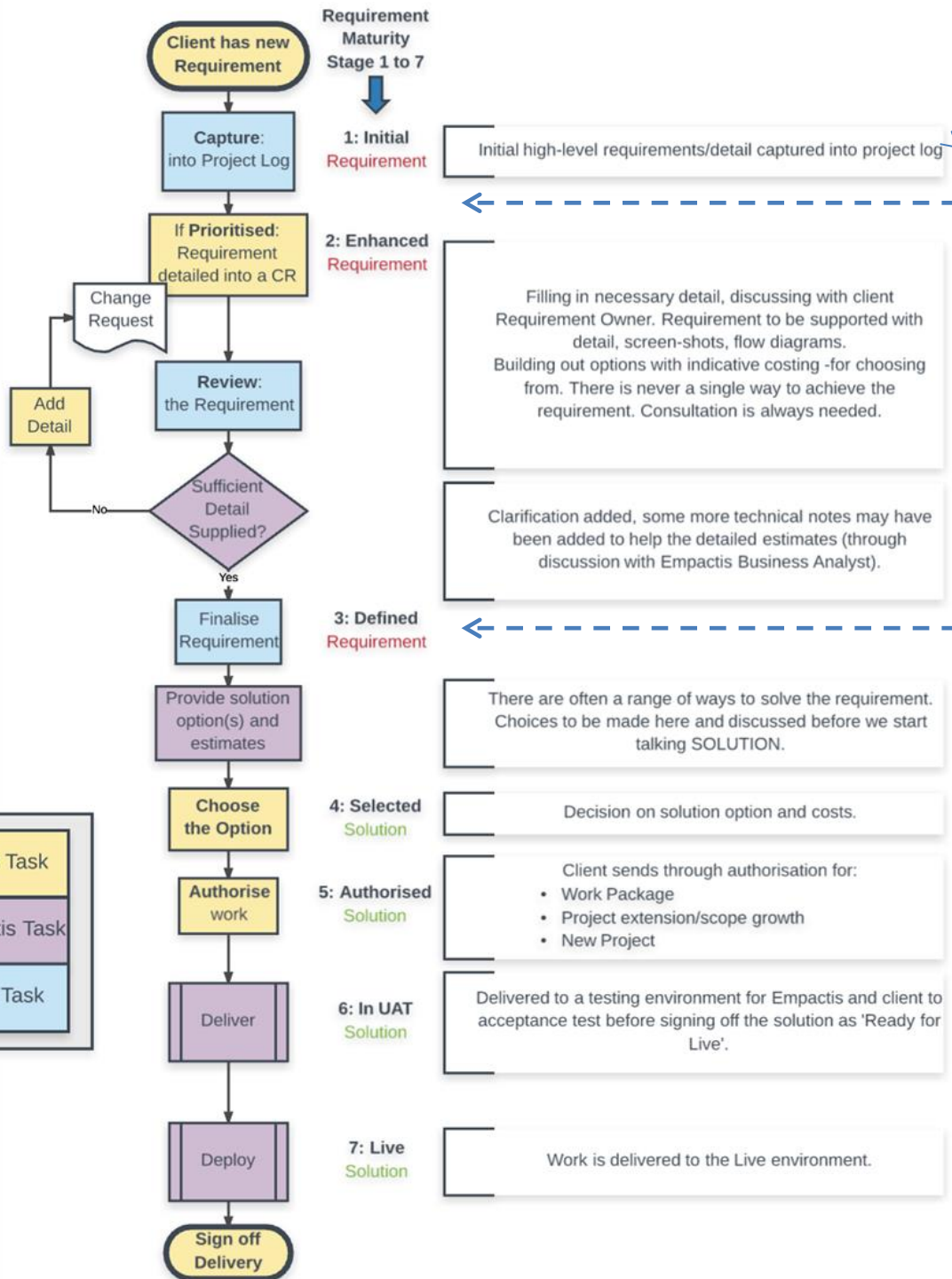
3. Data

- 3.1 Backup shall be made daily at midnight of all data transmitted to the Supplier by the Customer and Authorised Users
- 3.2 The Supplier shall maintain all Customer Data whilst an agreement is in place for a minimum of five (5) years history but the data available live on the System may vary from time to time.
- 3.3 Upon termination of this agreement, the supplier will execute the exit off boarding plan in Schedule 6 and then delete all data belonging to the customer and provide written confirmation of such.

SCHEDULE 4 Change Process

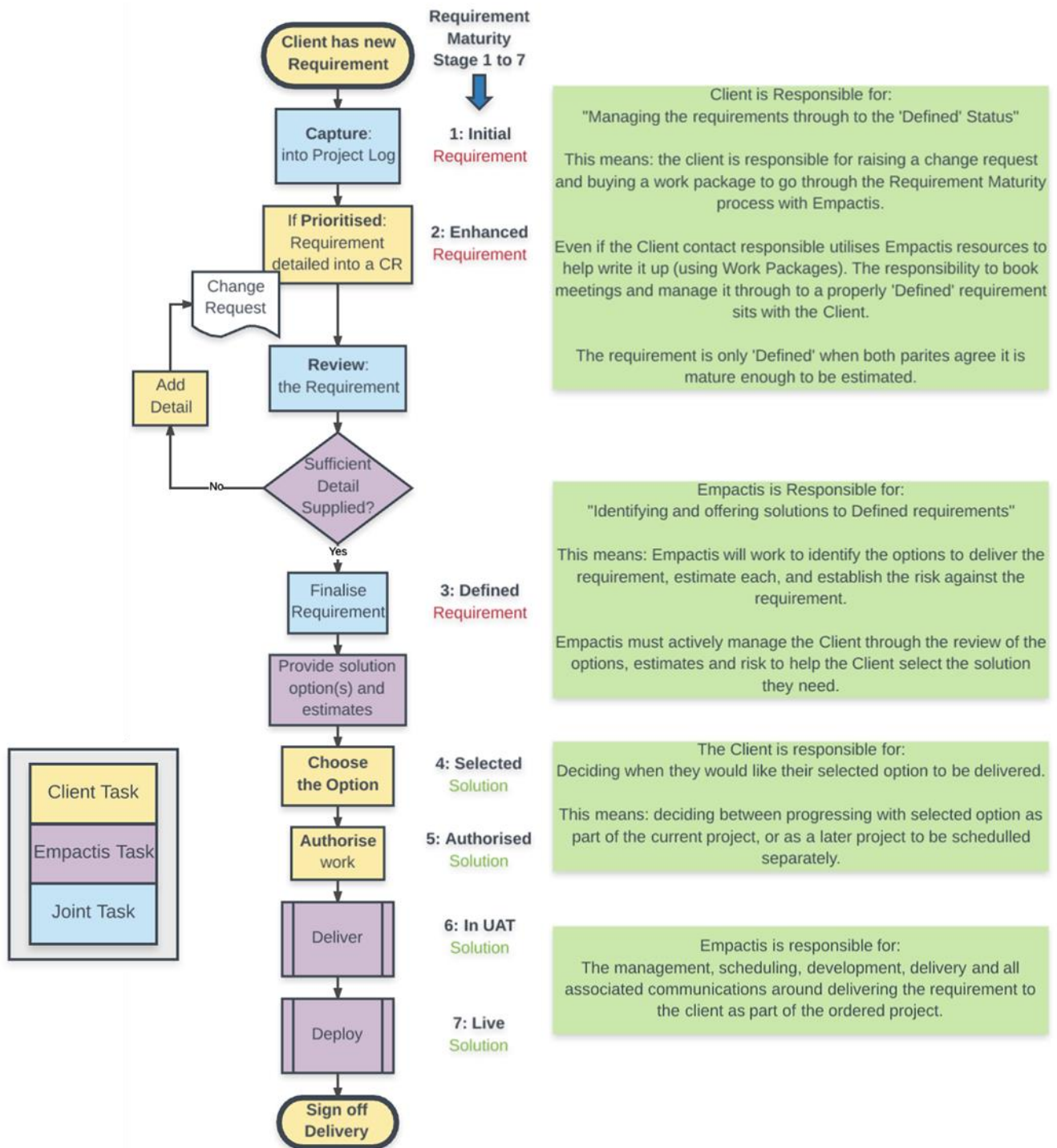
The change process and agreed process for managing change to the System or Configuration and Implementation Project is summarised below and detailed in the file Empactis CR Process.pptx





Work Package(s) Initial 2 hour session

Deliverables
 First 2 hour work package is for OOM (order of magnitude) or if simple requirement it is an estimate
 If only an OOM then first work package will state how long is required for next work package to provide a full and proper estimate with first draft CR
 This process repeats until client is happy with content of CR



SCHEDULE 5
Controller Processor Agreement

Controller – Processor Agreement

Data protection Contract

1. Introduction

This Data Protection Schedule forms part of agreement between the parties.

Background

- a) This Agreement is to ensure there is in place proper arrangements relating to personal data passing from the Controller to the Processor.
- b) This agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation (GDPR) and/or section 59 of the DPA 2018 as applicable.
- c) The parties wish to record their commitments under this Agreement.

IT IS AGREED AS FOLLOWS:

2. Definitions and Interpretation

In this Agreement:

Data Protection Legislation means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC and 2002/58/EC)), including the Data Protection Act 2018 the Privacy and Electronic Communications (EC Directive) Regulations 2018 (512003/2426), the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the General Data Protection Regulation.

'Data' means personal data passed under this Agreement, being in particular:

Types of Personal Data	[]
Categories of Data Subjects	Customer Employees
Nature and purpose of processing	The nature and purpose of the processing of the Personal Data are set out in the Principal Agreement.
Subject matter and duration of processing	The subject matter and duration of processing are as set out in the Principal Agreement. Where the Principal Agreement does not state a duration, all data will be stored for a maximum of 90 days following the termination of the Principal Agreement.

'DPA 2018' means the Data Protection Act 2018

'GDPR' means the General Data Protection Regulation

'Services' means the services to be provided as part of the Principal Agreement

'Controller' has the meaning given to it in Data Protection Legislation and for the purposes of this contract the Customer is the Controller.

'Data Subject' has the meaning given to it in Data Protection Legislation.

'Personal Data' has the meaning given to it in Data Protection Legislation.

'Processor' has the meaning given to it in Data Protection Legislation and for the purposes of this contract the Supplier is the Processor.

'Supervisory Authority' has the meaning given to it in Data Protection Legislation.

3. Data Processing

The Controller is the data controller for the Data and the Processor is the data processor for the Data. The Controller retains control of the Data. The Processor will maintain the confidentiality of the Data and agrees to process the Data only in accordance with Data Protection Legislation and the following stipulations:

- a. the Processor shall process the Data
 - (i) only in accordance with the written instructions provided by the Controller; and
 - (ii) only to the extent and in such a manner as is necessary for its performance of the Services; and
 - (iii) only in the European Economic Area or the UK, unless the transfer has been:

authorised in writing by the Controller or is to a country that the European Commission or, in respect of a transfer from the UK, an applicable Supervisory Authority, has decided from time to time ensures an adequate level of protection in accordance with Data Protection Legislation;

- a. where applicable, in accordance with the Standard Contractual Clauses (Processors) approved by the European Commission in Commission Implementing Decision (EU) 2021/915 of 4 June 2021.
 - (iv) where applicable, in accordance with the requirements of the EU-US Data Privacy Framework and shall hold a valid registration with the US Department of Commerce to that effect.
- b. The Processor shall ensure that all employees and other representatives of the Processor accessing the Data are
 - (i) aware of the terms of this Addendum; and
 - (ii) have received comprehensive training on the Data Protection Legislation and related good practice; and
 - (iii) bound by confidentiality obligations;
- c. The Controller and the Processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Details of those measures are set out under Part A of the Annex hereto and the Processor shall implement these measures;
- d. the Processor shall not involve any third party (including agents and sub-contractors) who will have access to the Data without the written consent of the Controller. Such consent may be withheld at the Controller's absolute

discretion or made subject to such terms as the Controller may in its absolute discretion require, including the need for it to approve the Data Processing Agreement between the Processor and the third-party;

- e. taking into account the nature of the processing, the Processor shall adopt such technical and organisational measures as are necessary to enable it to, insofar as it is able, assist the Controller fulfil its obligation to respond to requests from Data Subjects exercising their rights laid down in the Data Protection Act 2018—rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc;
- f. the Processor shall provide to the Controller such assistance as it is reasonably able to enable the Controller to comply with its obligations under Articles 32 to 36 of GDPR or equivalent obligations under DPA 2018, as applicable – security, notification of data breaches, communication of data breaches to Data Subjects, data protection impact assessments and when necessary consultation with the ICO (or relevant Supervisory Authority);
- g. the Processor shall maintain a written record of all categories of processing activities carried out on behalf of the Controller, containing all information required under the Data Protection Legislation, and, upon request by the Controller, make this record available to the Controller or any relevant European Union or Member State supervisory authority (and/ or its UK equivalent);
- h. the Processor shall delete the Data as soon as the Data are no longer necessary for the performance of the Services, or otherwise if at any time instructed to do so by the Controller. Where the Processor is to delete the Data, deletion shall include destruction of all existing copies. The Processor shall provide certification of destruction of the Data if requested to do so by the Controller;
- i. the Processor shall if at any time requested to do so by the Controller make available to the Controller all reasonable information necessary to demonstrate compliance with the obligations laid down under this Addendum and allow for and contribute to any audits, inspections or other verification exercises required by the Controller; where requests are deemed unreasonable or vexatious the processor may charge for any time required to answer such requests.
- j. the Processor shall observe the arrangements relating to the secure transfer of the Data from the Controller to the Processor and the safe keeping of the Data by the Processor detailed under Part A of the Annex hereto;
- k. the Processor shall maintain the integrity of the Data, without alteration, ensuring that the Data can be separated from any other information created;
- l. the Processor shall if requested to do so by the Controller promptly return, amend, transfer, copy or delete any Personal Data in a format and on media reasonably specified by the Controller.

4. Notice Obligations etc:

The Processor shall notify the Controller and shall procure that its agents and sub-contractors notify the Controller:

- promptly of any requests received from a Data Subject exercising his or her rights under Data Protection Legislation and if required by the Controller to do so respond to any such requests;

- immediately on becoming aware of any actual, suspected or threatened loss, leak or unauthorised processing or disclosure of any Personal Data. The Processor accepts and acknowledges that the Controller shall direct, in its absolute discretion, any and all steps and measures taken to remedy any breach by the Processor of the Data Protection Legislation, including but not limited to any communications with regulatory bodies. The Processor agrees not to act in any way upon such disclosure without the prior written consent of the Controller;

- immediately upon receipt of a notice from any Supervisory Authority, which relates directly or indirectly to the processing of Personal Data and shall cooperate with that Supervisory Authority;

- promptly if any Personal Data in the possession and/or control of the Processor is lost, corrupted or rendered unusable for any reason, and shall restore such Personal Data including by using its back up and/ or disaster recovery procedures, at no cost to the Controller.

- Immediately if, in its opinion, an instruction from the Controller infringes GDPR or other Union or Member State data protection provisions.

5. Termination

On the expiry or termination of this Addendum, the Processor shall immediately cease to use, and shall procure that its agents and sub-contractors cease to use, the Data and shall arrange for its safe return or destruction (at the Controller's option) at the relevant time (unless European Union, Member State and/ or UK law requires storage of the Personal Data).

6. Rights in Personal Data

Neither the Processor nor its agents or sub-contractors shall acquire rights in or to the Data and the Processor shall make no use of the Data other than as permitted by this agreement and where anonymised data is used for bench marking, reporting or statistical analysis.

7. Liability

The Processor agrees to indemnify and hold harmless the Controller against any actions, costs, proceedings, liabilities, losses, damages and expenses which the Controller or any company which is in relation to the Controller, its holding company, subsidiary or indirect affiliate of its holding company may suffer or incur as a result of any breach of this Addendum by the Processor and/ or its agents and/ or its sub-contractors up to the following limits:

- a. Where the Principal Agreement details a specific figure for limitation of liability this shall take precedence over this Addendum;
- b. Where the Principal Agreement does not refer to a specific figure for limitation of liability then this Agreement will take precedence and the liability will be capped at five [5] times the annual contract value up to a maximum of five million pounds (£5,000,000).

8. General

- a. This Addendum comes into effect, on the Addendum Effective Date, except where the controller objects in writing to the terms of this Addendum. If, following Empactis making this Addendum available to the controller, the controller objects to the terms hereof, the controller shall notify Empactis in writing of its objection within thirty calendar days of the Receipt of this Addendum. The Parties shall then work together promptly and in good faith to resolve the controller objections and to agree on a new form of this Addendum acceptable to the Parties, in which case the Addendum will be revised with a new Effective Date and shall be the date on which the agreed form of the Addendum is signed by the Parties. During the time elapsed during any process to agree amendments to this Addendum, the controller accepts the terms presented whilst the Empactis service is providing the services.
- b. This Addendum shall remain in place for so long as necessary and whilst the Processor is providing the Services.
- c. This Addendum may be varied only with the written consent of both parties.
- d. For the purposes of this Addendum the representatives of each party are detailed under Part B of the Annex hereto.
- e. This Addendum represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Legislation.
- f. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.

For and on behalf of Empactis Limited

Signed

Name

Position

For and on behalf of Customer

Signed

Name

Position

ANNEX

Part A

Compliance with Article 32, para 1 of GDPR

1. Consideration of anonymisation, pseudonymisation and encryption.
2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and related services.
3. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
4. A process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing.

Compliance with Article 32, para 2 of GDPR

5. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data transmitted, stored or otherwise processed.

Compliance with Article 32, para 3 of GDPR

6. Adherence to an approved code of conduct referred to in Article 40 (GDPR) or an approved certification mechanism as referred to in Article 42 (GDPR) may be used as an element by which to demonstrate compliance with the requirements set out in para 1 of GDPR – see above.

ANNEX

Part B

The Controller Representative shall be **[insert details]** or such other person as shall be notified by the Controller. Where no name is provided within 30 days it will be deemed that one of the System Administrators as, defined in the Principal Agreement, will assume this position.

The Processor Representative shall be DPO@empactis.com or such other person as shall be notified by the Processor (Empactis).

Schedule 6 – Off boarding and exit

Should the Customer decide to terminate the contract with the supplier, the supplier will provide the Customers data in the formats described below.

The Customer and supplier will agree together the timing of two deliveries of data:

- An initial set of data to cover historical data for previous events
- A final set of data to cover any events (cases, absences etc) that were open on the termination date.

The Service data that will be provided is detailed below.

The supplier will not provide any details of know how or expose any IPR or deal directly with any replacement supplier. The Customer will coordinate any replacement supplier and ensure that the replacement supplier is able to work with the data provided.

Data to be provided to the Customer by the supplier:

Project Specific IPR and data

The supplier will provide:

- Workflow wording used in tasks configured in workflows for the Customer delivered in a HTML format.
- Microsoft Word versions of any document template configured for the Customer that is used in configured workflows

The supplier will not provide:

- Any software code or otherwise that shows how the system builds and manages workflow or how workflow data is managed by the system

Service Data

The Customer accepts that it is possible for the Customer to export data from the system at any time whilst the Customer is using the system. The “exit plan” data provision below is to supplement and compliment such exports.

The Service data to be delivered is broken into key components to reflect the modules within the system. These are divided as shown below and each cross referenced by the unique Empactis ID allocated to each employee or applicant stored in the system:

- Absence data
- Cases data (Health, HR and other case types)
- Health data (relating to health records)

For each of the above (where relevant) the supplier will provide:

Absence data in a zip file that will contain all historic absence dates, periods, durations, completed forms, recordings, notes and delivered in HTML, Word and wav formats

Cases data delivered in a zip file for each employee or applicant in .CSV or JSON format. Where documents have been stored they are provided as .doc format. A schema for the data included will be provided. On request a SQL version can be provided.

Health data is stored in a format compatible with <https://www.hl7.org/fhir/> to ease interoperability and portability of healthcare data. The Customers service data for health records will be provided in JSON and or SQL format and with a schema compatible with FHIR where possible.