



Cloud Managed Services Contract

**This Agreement made
on <DATE>
between
WellData Ltd
and
<CLIENT>**

WellData Ltd
The Smith
145 Kingston Rd
Kingston upon Thames
Surrey
KT2 6SR

Telephone: 0333 577 9911

ORDER FORM	
Agreement Date	<DATE>
Supplier Details	WellData Limited, a company registered in England and Wales under company number 03728729 whose registered office is at 8 Twisleton Court, Priory Hill, Dartford, Kent, England, DA1 2EN and whose VAT number is 731 7052 57.
Supplier Contact	Phill Clayton, Phill.Clayton@WellData.co.uk 020 3929 9301
Client	<CLIENT> <Address> Company Number: 0xxxxx
Client Contact	<CONTACT> Name, Phone Number, Email Address
Commencement Date	<DATE>
Initial Term	Twelve (12) months from the Commencement Date
Services	As detailed in the attached Managed Services Schedule
Charges	As detailed in the attached Charges Schedule
Supported Systems	As detailed in the attached Supported Systems Schedule
Service Credits	Service Credits do not form part of this Agreement
Special Conditions	<None>
This Agreement is made between WellData Ltd and the Client (as named above) and shall comprise: (i) this Order Form including any Special Conditions specified above; (ii) WellData's Standard Supply Terms; and (iii) the Managed Services Schedule and the Charges Schedule. WellData Limited and the Client hereby agree that WellData Limited shall provide and the Client shall purchase the Services upon the terms set out in this Agreement.	
Signed by (print name, position)  Phill Clayton, for and on behalf of WellData Limited Dated: <DATE>	Signed by (print name, position) <NAME> for and on behalf of <CLIENT> Dated: <DATE>

2. DEFINITIONS

In these Terms the following expressions shall have the following meanings, unless expressly stated to the contrary:

Additional Services	any other services outside the scope of the Services and any services to be provided in relation to any information technology systems of the Client which are not listed in the Supported Systems Schedule;
Agreement	the Agreement between the Client and WellData for the Services which shall comprise the Order Form, any Special Conditions, these Terms and any of the Schedules;
Agreement Date	the date of the Agreement as specified on the Order Form upon which the terms of the Agreement become legally binding;
Anti-slavery Policy	WellData's anti-slavery policy;
Anti-slavery Regulations	Modern Slavery Act 2015 as amended from time to time;
Business Day(s)	a day other than a Saturday or Sunday or public holiday in England and Wales;
CEDR	the Centre for Effective Dispute Resolution, London (CEDR);
Charges	the sums calculated in accordance with the Charges Schedule (which includes the Rate Card);
Charges Schedule	the schedule attached to these Terms;
Commencement Date	the date upon which service provision commences as specified on the Order Form;
Cover	the period that production systems under subject to incident response i.e. Business Hours Only (no out-of-hours cover), Business Hours without out-of-hours cover, 24/7;
Client	the organisation named on the Order Form placing an order for the Services with WellData;
Client Systems	the Client's information technology systems including hardware, software, operating systems and applications as detailed at the Commencement Date in the Supported Systems Schedule;
Data Processing Schedule	the schedule attached to these Terms;
Dispute Notice	a written notice of a dispute, setting out its nature and full particulars, together with relevant supporting documents between the disputing party and the other;

Environmental Information Regulations	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
Event of Force Majeure	any act, event or omission beyond the reasonable control of WellData which prevents WellData from providing all or part of the Services;
FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. Having the meaning given under section 84 of FOIA.
Group	the relevant party and any other company which is its holding company or subsidiary and any other company which is a subsidiary of that holding company (where "holding company" and "subsidiary" have the respective meanings set out in section 1159 of the Companies Act 2006). References to Client shall be construed to include all members of the Client's group of companies;
Initial Term	the twelve (12) month period starting on the Commencement Date;
Insolvency Event	any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of a corporate entity for any composition, compromise or arrangement with any of its creditors, any restructuring plan, any moratorium, winding-up (other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation), dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if the party is unable to pay its debts as they fall due, or if the party ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which that party is incorporated, resident or carries on business;
Intellectual Property Rights	all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, Confidential Information, know-how, database rights, topography rights, passing-off rights, and copyright (including moral rights), performer protection rights or other

	industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefore, in each case in any part of the world;
ISO 9001	ISO 9001:2015 – the international standard for Quality Management System;
ISO 20000	ISO/IEC 20000:2011 - the international standard for Information Technology -- Service Management;
ISO 27001	ISO 27001:2022 – the international standard for Information Security Management System;
Material Breach	a single failure or series of failures of performance or recompense under this Agreement which is significant enough to give the aggrieved party the right to sue for breach of Agreement. On material breach, the aggrieved party is relieved of a duty of further performance under this Agreement;
Order Form	the order form signed by WellData and the Client;
Personal Data	any information that relates a natural persons details or circumstances of can be used to identify a specific person;
Personnel	the employees, staff, other workers and agents of that party and any of that party's subcontractors or agents who are engaged in the provision of the Services;
Quarter(s)	a period of three (3) complete calendar months starting on the Commencement Date;
Regulator	any regulator or regulatory body (including the Prudential Regulation Authority, the Financial Conduct Authority and the Information Commissioner's Office or their successors or equivalent authorities outside of the UK) to which the Client or a member of the Client Group is subject from time to time or whose consent, approval or authority is required for the Client or a member of the Client Group to lawfully carry out its business;
Schedules	the Data Processing Schedule, the Managed Services Schedule, the Charges Schedule and the Supported Systems Schedule;
Service Credits	if applicable, any service credits or liquidated damages payable by WellData to the Client (if any) pursuant to a schedule of systems that are subject to performance targets, including exclusions, qualifications and limitations, method of Service Credit calculation, and method of Service Credit delivery;

Service Levels	any performance levels and/or targets applicable to the Services and which are set out in the Managed Services Schedule;
Services	the services which shall be provided to the Client for the number of systems and at the Support Levels as set out in the Supported Systems Schedule;
Services Schedules	the schedules outlining the content of the services provided and attached to these Terms;
Special Conditions	any special conditions set out in the Order Form;
Support Levels	any support level applicable to the support of the systems set out in the Supported Systems Schedule (and defined in the Managed Services Schedule);
Technical Security	the security procedures in place as set out in the Managed Services Schedule by WellData as updated from time to time;
Terms	these Standard Supply Terms;
TUPE Regulations	Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;
Viruses	any computer code, instruction, data or program that may damage, alter, destroy, disable, or interfere in any way with the use of any computer system or any part of it, or any data;
WellData	WellData Limited, a company registered in England and Wales under company number 03728729 whose registered office is at 18 Kingsmill Business Park, Chapel Mill Road, Kingston upon Thames, Surrey KT1 3GZ and whose VAT number is 731 7052 57; and
Writing/writing	includes e-mail, facsimile transmission and comparable means of communication except in the case of service of notices pursuant to clause 26.10 (Notices).

3. INTERPRETATION

- 3.1. References to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision.
- 3.2. The headings in these terms are for ease of reference only and shall not in any way affect their construction or interpretation.
- 3.3. In the event of a conflict between these Terms and the Order Form (excluding the Special Conditions) or the Schedules, these Terms shall take precedence.
- 3.4. In the event of a conflict between these Terms or the Schedules and the Special Conditions, the Special Conditions shall take precedence.
- 3.5. Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association.
- 3.6. References to any party shall include its personal representatives, lawful successor in title and permitted assigns.
- 3.7. The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

4. APPOINTMENT

- 4.1. The Client appoints WellData to provide the Services subject to the terms of this Agreement.
- 4.2. This Agreement shall apply to the exclusion of any terms and conditions of the Client.
- 4.3. The Client acknowledges and agrees that WellData’s appointment is exclusive and therefore the Client shall not itself perform nor shall it appoint a third party to perform all or part of the Services.
- 4.4. The Client agrees that WellData is entitled to provide services of the same or a similar nature to the Services to third parties.

5. SERVICES

- 5.1. The Services to be provided by WellData are as set out in the Managed Services Schedule.
- 5.2. The Services shall be performed by WellData only in relation to the Client Systems detailed in the Supported System Schedule or as detailed on invoices raised by WellData.
- 5.3. WellData shall not be obliged to provide services outside those detailed in Supported System Schedule or as detailed on invoices raised by WellData, as amended, by agreement between both parties, from time to time.

6. TERM AND TERMINATION

- 6.1. This Agreement shall be legally binding from the Agreement Date set out in the Order Form and shall cover the provision of all Services which have been or shall be provided from the Commencement Date.
- 6.2. Subject to earlier termination in accordance with its terms, this Agreement shall continue for the Initial Term commencing on the Commencement Date and continue thereafter unless or until terminated in accordance with these terms.
- 6.3. During the first thirty (30) days of the Initial Term, either party may terminate this Agreement for convenience by giving the other not less than one (1) day's written notice.
- 6.4. On or after the expiry of the Initial Term, either party may terminate this Agreement by giving the other not less than sixty (60) days' written notice.
- 6.5. Without affecting any other rights and remedies it might have, either party shall be entitled to terminate this Agreement by giving not less than thirty (30) days written notice to the other party if the other party:
 - 6.5.1. commits an irremediable material breach of any provision of this Agreement; or
 - 6.5.2. commits a remediable breach which has not been remedied within thirty (30) days of being requested to do so.
- 6.6. Without affecting any other rights and remedies it might have, either party shall be entitled to terminate this Agreement or suspend its performance at any time without liability to the other party by giving written notice to the other party at any time if:
 - 6.6.1. the other party is subject to an Insolvency Event;
 - 6.6.2. there is a change of control of the other party to a competitor of the terminating party (and for this purpose "control" has the meaning attributed to it in Section 840 of the Income and Corporation Taxes Act 1988);
 - 6.6.3. payment of any amount due from the Client becomes overdue and the Client fails to remedy the non-payment within thirty (30) days of being given written notice by WellData;
 - 6.6.4. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 6.6.5. pursuant to any other provision of this Agreement which gives an express right for the party to terminate.
- 6.7. Any termination however caused shall not affect:
 - 6.7.1. any right or liabilities which have accrued prior to the date of its termination or expiry; or
 - 6.7.2. the continuance in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force after termination including without limitation clause 12 (Limits on Liability), clause 8 (Confidentiality); clause 9 (Intellectual Property) or clause 13 (Employees).

- 6.8. Upon termination however caused:
- 6.8.1. A party shall upon request of the other party immediately destroy or return any information or materials in its possession or under its control which belong to or were supplied by the other party including, without limitation, the Client Data; and
- 6.8.2. all sums due to WellData shall be immediately payable by the Client in accordance with the agreed payment terms.

7. CHARGES AND PAYMENT

- 7.1. The Client shall pay the Charges for the Services and Additional Services.
- 7.2. The Charges shall be calculated by WellData in accordance with the Charges Schedule.
- 7.3. If WellData provides the Client with Additional Services, as authorised in writing by the Client, the Client shall pay for such Additional Services at WellData's then current rates, unless otherwise specified in the Charges Schedule:
- 7.3.1. invoices for the Services shall be issued in advance in accordance with the terms set out in the Charges Schedule;
- 7.3.2. invoices for Additional Services shall be issued at the end of the month in which those Additional Services are provided;
- 7.3.3. payment of the Charges shall be made by the Client no later than thirty (30) days from the date of the invoice.
- 7.4. WellData reserves the right, from time-to-time, to apply an increase to the Charges at any time after expiry of the Initial Term. WellData shall provide the Client with notice of any proposed increase to the Charges.
- 7.5. WellData is entitled to allocate payments received to settle (in full or in part) any sums due from the Client, whether under this Agreement or any other agreement, in any order or manner WellData determines, and in particular shall be entitled to apply any part payment to settle outstanding interest on overdue amounts, ahead of principal.
- 7.6. Notwithstanding clause 7.3.3 (Payment of Charges), the whole price of the Services and Additional Services bought or agreed to be bought by the Client shall be immediately payable without demand upon the occurrence of an Insolvency Event of the Client.
- 7.7. If the Client fails to make any payment when due, without affecting any other rights which it may have, WellData shall be entitled to exercise all or any of the following rights:
- 7.7.1. terminate this Agreement without liability to the Client by giving written notice to the Client at any time; and/or
- 7.7.2. suspend performance of all or part of the Services and/or Additional Services until paid; and/or
- 7.7.3. deduct outstanding sums from any sums owed by WellData to the Client under this Agreement or otherwise; and/or

- 7.7.4. be paid compensation and charge interest at a rate of 3% above the official Bank Rate from time to time (as determined by the Bank of England's Monetary Policy Committee) which shall accrue daily (both before and after any judgment) from the due date until payment in full is received by us and shall be compounded monthly.
- 7.8. All Charges, quotes given and payments to be made by the Client under this Agreement shall be exclusive of VAT or equivalent sales tax, which shall be payable by the Client in addition.

8. CONFIDENTIALITY

- 8.1. Without prejudice to each party's other rights and remedies, each party shall treat as confidential (during and for a period of at least three (3) years after termination of this Agreement) any information which is, by its nature confidential, that is, or has been, disclosed to it by the other or any such information that has come to that party's attention or otherwise obtained by that party in pursuance of the matters contemplated under this Agreement clause 8 ("Confidential Information") and shall not divulge any such information to a third party and shall not make any use of such information (other than in performance of this Agreement) without the other's written consent provided that this clause will not apply to information which:
- 8.1.1. at the time of disclosure is in the public domain;
 - 8.1.2. after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of this Agreement;
 - 8.1.3. was already in the possession of the receiving party at the time of disclosure;
 - 8.1.4. was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or
 - 8.1.5. is trivial and/or obvious.
- 8.2. Nothing in this Agreement shall prevent a party from disclosing information:
- 8.2.1. to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under this Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause;
 - 8.2.2. to its solicitors, accountants, surveyors, insurers, regulators and other professional advisors; and
 - 8.2.3. as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.
- 8.3. If the Client notifies WellData that any Confidential Information constitutes "inside information" (as defined in Regulation (EU) 2014 /596 as it forms part of English law by virtue of the EUWA (the "UK MAR") WellData shall:
- 8.3.1. not use that Confidential Information for the purpose of dealing in the securities of the Client or of any member of its Group and shall not encourage any other person to do so;

- 8.3.2. not disclose such Confidential Information to any person or persons unless expressly permitted to do so from the Client;
- 8.3.3. maintain an accurate and complete written record of persons to whom it directly or indirectly discloses that Confidential Information to, and shall provide a copy of that written record to the Client if requested; and
- 8.3.4. shall notify any of its officers, employees, advisers or agents who receive the same of their obligations in respect thereof under UK MAR and the Criminal Justice Act 1993.
- 8.4. The terms of, and obligations imposed by, this clause shall survive termination or expiry of this Agreement.

9. INTELLECTUAL PROPERTY

- 9.1. The parties agree the following in respect of Intellectual Property Rights:
 - 9.1.1. all Intellectual Property Rights which belong to:
 - (i) WellData, shall remain vested in WellData; or
 - (ii) the Client, shall remain vested in the Client; and
 - 9.1.2. nothing in this Agreement shall operate to transfer ownership of any Intellectual Property Rights from one party to the other.
 - 9.1.3. for the avoidance of doubt, and for the purposes of this Agreement, Intellectual Property Rights do not include planning, installing, instating, deploying, setting up, assembling, organising, configuring, arranging, or tuning any third-party or WellData supplied software.

10. DISPUTES

- 10.1. If any dispute arises in connection with this Agreement, a director or other senior representatives shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents.
- 10.2. A director or other senior representatives of the parties with authority to settle the dispute shall, within fourteen (14) days of a Dispute Notice from one party to the other, meet in a good faith effort to resolve the dispute.
- 10.3. Subject to clause 10.7, if the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR.
- 10.4. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 10.5. Unless otherwise agreed, the mediation will start not later than twenty-eight (28) days after the date of the ADR notice.

- 10.6. Subject to clause 10.7, no party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation in good faith, provided that the right to issue proceedings is not prejudiced by a delay.
- 10.7. Nothing in this clause shall prevent WellData from issuing a claim, proceedings or otherwise taking action in respect of the Client's non-payment for any reason of any sums owed to WellData pursuant to the terms of this Agreement.

11. INSURANCE

- 11.1. WellData warrants that it possesses the following insurance policies with reputable insurance companies authorised to do business in the United Kingdom to cover its potential liabilities in connection with this Agreement:
- 11.1.1. public liability insurance with a limit of indemnity of at least £10 million for each and every claim;
- 11.1.2. employers liability insurance with a limit of indemnity of at least £10 million for each and every claim; and
- 11.1.3. professional indemnity insurance with a limit of indemnity of at least £10 million for each and every claim.

12. LIMITS ON LIABILITY

- 12.1. WellData shall not be liable in any way for any failure to comply with this Agreement, for failure to achieve a Service Level or for any other loss, damage or expense arising directly or indirectly from any hindrance, failure or delay in performing any obligation under this Agreement caused by the actions or omissions of the Client, its employees, agents, contractors or other third parties providing goods or services to or acquiring them from the Client.
- 12.2. Without prejudice to the other limitations on each party's liability in this Agreement and subject to clauses 12.4 and 12.7, each party's total aggregate liability for all claims, however arising, shall be limited to £500,000.
- 12.3. The parties agree that Service Credits agreed between the parties shall be the Client's sole remedy for failure to achieve such Service Levels and no other sums shall be payable and the Client hereby agrees to waive any other claims.
- 12.4. Notwithstanding any other provision of this Agreement, but subject to clause 12.7, neither party shall have a liability however arising out of or in connection with this Agreement and/or the Services for any:
- 12.4.1. death, injury, indirect or consequential loss or damage; or
- 12.4.2. claim arising out of a claim against the Client by a third party.
- 12.5. Each of the parties agree that each of the sub-clauses in clause 12.4 constitute separate terms and the introductory wording of clause 12.4 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 12.4 or otherwise.

- 12.6. The term “however arising” when used or referred to in this clause covers all causes and actions giving rise to the liability of a party arising out of or in connection with this Agreement and/or Services including:
- 12.6.1. whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise;
- 12.6.2. whether arising under any indemnity; or
- 12.6.3. whether caused by any total or partial failure or delay in performance of the Services.
- 12.7. The exclusions and limitations of liability contained in these terms and in this Agreement shall apply regardless of whether the loss or damage was foreseeable or whether the party notifies the other party of the possibility of any greater loss or damage, but no such exclusion or limitation shall apply to the extent prohibited or limited by law and in particular nothing in this Agreement shall affect liability:
- 12.7.1. for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;
- 12.7.2. for fraudulent misrepresentation or other fraud; or
- 12.7.3. for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 12.8. All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of each party, in respect of compliance with descriptions, the quality or the fitness for purpose of the Services which are not expressly set out in this Agreement are excluded except to the extent such exclusion is prohibited or limited by law.
- 12.9. The Client shall indemnify and keep indemnified WellData from and against all losses, claims, demands, damages, compensation, liabilities, costs and expenses (including legal expenses on a full indemnity basis) paid, suffered or incurred by WellData arising out of or in connection with any third party claim arising out of this Agreement or the Services, which is in excess of the liability expressly accepted by WellData under this Agreement.
- 12.10. The terms of, and obligations imposed by, this clause shall survive termination or expiry of this Agreement.

13. EMPLOYEES

- 13.1. On request by the Client, WellData may after discussion replace any Personnel who the parties agree, acting reasonably, does not meet the requirements of this Agreement.
- 13.2. WellData shall maintain up-to-date personnel records on all Personnel engaged and, on request, use reasonable endeavours to provide reasonable information to the Client on WellData’s Personnel subject to compliance with and provided that it does not put WellData in breach of any relevant laws including data protection legislation.

- 13.3. WellData shall upon request from the Client supply the Client with details of its processes and procedures for risk-based approach to Personnel screening, induction information security training, and starters/leavers.
- 13.4. The Client and WellData agree that the entry into this Agreement, its performance or its extension shall not for the purposes of the TUPE Regulations constitute a “relevant transfer” of any employees of the Client (or any contractor engaged by the Client in providing services similar to the Services (“Client’s Contractor”)) to WellData.
- 13.5. If, however, due to the entry into this Agreement, its performance, extension or any reduction in the Services, a contract of employment between the Client (or any Client’s Contractor) and any person has the effect, pursuant to the TUPE Regulations, as if originally made between WellData and such person, or if a claim is made to such effect, WellData may within three (3) months of becoming aware of such event terminate such contract and the Client shall indemnify and keep indemnified WellData from and against all losses, claims, demands, damages, compensation, liabilities, costs and expenses (including reasonable legal costs on an indemnity basis) paid, suffered or incurred by WellData arising out of or in connection with the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the TUPE Regulations.
- 13.6. WellData warrants that the termination or expiry of this Agreement shall not for the purposes of the TUPE Regulations constitute a “relevant transfer” of any employees of WellData (or any contractor engaged by the WellData in providing the Services (“WellData Contractor”)).
- 13.7. If, however, upon the termination or expiry of this Agreement, a contract of employment between WellData (or any WellData Contractor) and any person has effect, pursuant to the TUPE Regulations, as if originally made between the Client and such person, or if a claim is made to such effect, the Client may within 3 months of becoming aware of such event terminate such contract.
- 13.8. Neither party shall, for the duration of this Agreement, and for a period of twelve (12) months following termination, whether for its own account or for the account of any other party, without the prior written consent of the other party, directly or indirectly
- 13.8.1. induce or attempt to induce any employee of the other party to leave the employment of that other party;
- 13.8.2. hire, on behalf of the party or any other person or entity, any person who has left the employment within the one year period following the termination of that person’s employment with other party or its Affiliates.
- 13.8.3. intentionally interfere with the relationship of the other party or its Affiliates with, or endeavour to entice away from the other party or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of WellData or its Affiliates.
- 13.9. The terms of, and obligations imposed by this clause shall survive termination or expiry of this Agreement.

14. RECIPROCAL OBLIGATIONS

- 14.1. Each of the parties shall be responsible to the other to ensure the accuracy of all information provided by them to the other and for giving any necessary information, facilities, specifications, instructions and responses reasonably required by the other ("Information").
- 14.2. Each of the parties shall and shall ensure that their staff shall cooperate with the other and provide the other with such Information as may be reasonably required in the performance of this Agreement.

15. WELLDATA'S OBLIGATIONS

- 15.1. WellData agrees and warrants that in providing the Services:
 - 15.1.1. it shall use reasonable care and skill;
 - 15.1.2. the Services shall be performed in accordance with applicable law;
 - 15.1.3. it has obtained all necessary consents, licences and permits relating to the provision by WellData of the Services which are not the responsibility of the Client;
 - 15.1.4. the Services shall comply with the agreed specification;
 - 15.1.5. it shall use all reasonable endeavours to:
 - (iii) seek to achieve agreed Service Levels;
 - (iv) provide the Services in accordance with best industry practice, which shall include but is not limited to:
 - (i) ISO 9001;
 - (ii) ISO 20000; and
 - (iii) ISO 27001;
 - (v) access, maintain, monitor and support the Client Systems in accordance with all relevant operating instructions;
 - (vi) allocate sufficient resources to provide the Services in accordance with the terms of this Agreement;
 - (vii) provide such reasonable co-operation and information in its possession in relation to the Services and the Client's Systems to both the Client and such of the Client's employees and other suppliers as the Client may reasonably require for the purposes of maintaining the Client's Systems and the provision of the Client's products and services from time to time; and
 - (viii) ensure that, at all times, it has such policies and systems (including but not limited to information security policies and information security management systems) in place sufficient to cover the scope of the requirements set out in this Agreement and the provision of the Services.

- 15.2. If there is a breach of clause 15.1.1 or clause 15.1.2 for which WellData is responsible under this Agreement then the Client undertakes to promptly notify WellData in writing and WellData shall use all reasonable endeavours to address or remedy the failure by re-performing the defective part of the Services or taking other appropriate corrective action, at its own expense subject to clause 12 (“Limits on Liability”). If such re-performance or correction addresses or remedies the failure, WellData shall have no further liability whether in damages or otherwise.
- 15.3. Other than Service Levels any service or performance dates given by WellData are estimates only provided that WellData shall use all reasonable endeavours to meet any agreed timescales, excepting where agreed to in writing prior to the commencement of the relevant Service.
- 15.4. WellData shall ensure that:
- 15.4.1. each of its Personnel is adequately trained and capable of providing the applicable Services in respect of which they are engaged and are aware of the provisions of this Agreement in respect of the handling of Confidential Information and Personal Data;
- 15.4.2. only those people who are authorised by WellData (in WellData’s reasonable opinion under any authorisation procedures to be agreed between the parties which may include identity, criminal records, terrorism and credit checks) are involved in providing the Services;
- 15.4.3. each of its Personnel has undergone background checks to verify their identity, their right to work, accuracy of claims on their CVs where relevant, that they are not at elevated risk to commit fraud, or data theft, damage or alteration; and
- 15.4.4. each of its Personnel only uses their own unique identity when accessing the Client System.
- 15.5. WellData acknowledges that in providing the Services it, and its Personnel, will potentially have access to special category Personal Data (as defined in the Data Processing Schedule). WellData confirms that it will handle such Personal Data with the utmost care and security and will procure that its Personnel will not, download, copy, reverse engineer, take copies of or in any way deal or disclosure such personal data.
- 15.6. In addition to the Services, obligations and responsibilities set out in the main body of the Agreement, WellData shall conform with the Client’s security requirements, with particular regard to site access.

16. CLIENT’S OBLIGATIONS

- 16.1. The Client shall be responsible to WellData for ensuring the accuracy of all information provided to WellData (including but not limited to information about Client Systems and information supplied in the Order Form) and for giving WellData any necessary information, facilities, specifications, instructions and responses required by WellData to enable WellData to provide the Services in accordance with this Agreement (“Client Information”).
- 16.2. The Client shall grant or procure the grant of access to such of the Client Systems, premises and resources as WellData may reasonably require performing the Services.

- 16.3. If the Client requests Additional Services from WellData, WellData shall have sole discretion to determine whether to accept or decline such requests. WellData shall not provide any Additional Services without the Client's express consent. Any Additional Services shall be charged for by WellData in accordance with the Charges Schedule applicable at the time.
- 16.4. The Client is responsible for keeping safe and available back-up copies of Client Systems and all other data which it owns and/or controls.
- 16.5. The Client shall indemnify and keep indemnified WellData from and against all direct losses, claims, demands, damages, compensation, liabilities, costs and expenses (including reasonable legal expenses on an indemnity basis) paid, suffered or incurred by WellData arising out of or in connection with any claim that access to the Client System or provision of the Services in respect of the Client System infringes any rights of any third parties, including in respect of any Intellectual Property Rights.
- 16.6. The Client shall be responsible for:
- 16.6.1. obtaining all necessary consents, licences and permits relating to its receipt of the Services for the Client Systems and warrants that provision of the Services and access to Client Systems by WellData shall not breach any third-party rights, or contract terms;
 - 16.6.2. ensuring that there is a current and tested disaster recovery plan. As part of the Services, WellData shall assist in the preparation and testing of these plans, but it remains, at all times, the Client's responsibility;
 - 16.6.3. executing the agreed backup regime;
 - 16.6.4. day-to day administration of the Client's application software, including, but not limited to, the addition and removal of users, security, privileges, etc;
 - 16.6.5. providing reasonable access to site to ensure that WellData's staff can achieve the contracted level of service. Subject to the Client's normal security and data protection procedures;
 - 16.6.6. if required to come to site, providing a 'workstation / desk' for use by the WellData technical staff when working on-site;
 - 16.6.7. if required to come to site, providing free access to Internet-Broadband when working on-site;
 - 16.6.8. ensuring a safe working environment at all times in conformance with all relevant health and safety laws provided that WellData shall be responsible for ensuring its personnel comply with any instructions or health and safety policies for on-site visits;
 - 16.6.9. maintaining a public liability insurance policy in accordance with the relevant laws;
 - 16.6.10. ensuring that it and its staff shall cooperate with WellData in the performance of the Services.
- 16.7. WellData, on request and by agreement, shall attend discussions with the Client's other suppliers, particularly software vendors, that have supplied, or will supply, Hardware, Software or Applications to run on the Client's supported systems.

- 16.7.1. The purpose of this attendance shall be to facilitate that technical input is given to assure the smooth running and/or deployment of the Client's existing, or newly supplied, Hardware and/or Software.
- 16.7.2. Attendance at such discussions shall be restricted to the systems set out in the Supported Systems Schedule and is not available for general use.

17. DATA PROCESSING SCHEDULE

17.1. Definitions

For the purposes of this Schedule, the following words have the following meanings:

- (i) Controller: data subject, personal data, process, processor and supervisory authority shall have the meanings set out in the GDPR
- (ii) Client Data: means all data, information, works and materials of any kind which may be uploaded to, stored within or processed by WellData by or on behalf of the Client;

Data Protection Legislation means:

- (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("EU GDPR")
- (ii) the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as in force in the United Kingdom ("UK GDPR") (the EU GDPR and the UK GDPR being collectively the "GDPR") and
- (iii) any similar legislation as implemented under English law (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force in the United Kingdom from time to time including the Data Protection Act 2018.

References to Chapter or Article numbers of the GDPR shall be deemed to

- (i) include the equivalent provisions in the event the Chapter or Article numbers in the legislation are changed from time to time and
- (ii) refer to the relevant Chapter or Article numbers in the EU GDPR or UK GDPR, as applicable; and

Sub-processor means any third party that provides any services to the Service Provider and that processes Client Data as part of those services.

17.2. Data Processing

The Client instructs WellData to process the Client's personal data.

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects shall be as set out below (which may be updated by WellData and the Client in writing from time to time):

Subject-matter of the processing	The provision of support services pursuant to the terms of this Agreement.
Duration of the processing	The term of the Agreement and for such further time as the parties shall agree in writing.
Nature and purpose of the processing	No specific processing of personal data will be performed
Type(s) of personal data	No specific processing of personal data will be performed
Categories of data subjects	No specific processing of personal data will be performed

17.3. WellData, to the extent it is acting as processor in respect of such personal data, agrees to:

- 17.3.1. process the personal data on documented instructions from the Client (including those set out in the Agreement), unless required to do so by English, European Union (“EU”) or EU Member State law to which WellData is subject. In such a case, WellData shall inform the Client of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);
- 17.3.2. ensure that WellData Personnel authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 17.3.3. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of the varying likelihood and severity of rights and freedoms of natural persons, in relation to the Client’s personal data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including considering those measures referred to in Article 32 of the GDPR (‘Security of processing’);
- 17.3.4. taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client’s obligation to respond to requests for exercising data subjects’ rights laid down in Chapter III (‘Rights of the data subject’) of the GDPR;
- 17.3.5. taking into account the nature of the processing and information available to WellData, provide assistance to the Client in order to assist the Client in ensuring the Client’s compliance with the obligations set out in GDPR Article 32 (‘Security of processing’), Article 33 (‘Notification of a personal data breach to the supervisory authority’), Article 34 (‘Communication of a personal data breach to the data subject’), Article 35 (‘Data protection impact assessment’), and Article 36 (‘Prior consultation’), in each case solely in relation to processing of the Client’s personal data;

- 17.3.6. at the option of the Client, delete or return all the Client's personal data to the Client after the end of the provision of services relating to processing, and delete existing copies unless English, EU or EU Member State law requires storage of the personal data and save for back-up or archive data which is kept in accordance with WellData's data retention policy;
- 17.3.7. make available to the Client all information necessary to demonstrate compliance with Article 28 of the GDPR and permit audits and inspections conducted by the Client or an auditor appointed by the Client; and
- 17.3.8. immediately inform the Client if, in its opinion, an instruction of the Client pursuant to paragraph 2.3.1 of this Schedule infringes the GDPR or other EU or EU Member State data protection provisions.
- 17.4. WellData shall not engage sub-processors in relation to the personal data.
- 17.5. The Client shall reimburse WellData for all costs, expenses and time reasonably incurred by WellData in connection with the fulfilment of WellData's obligations under paragraphs 2.3.4 and 2.3.8 of this Schedule. WellData shall invoice the Client in relation thereto and such invoices shall be paid in accordance with the terms of the Agreement.
- 17.6. The Client shall (at its own cost) provide assistance requested by WellData in relation to the fulfilment of WellData's obligation to cooperate with the relevant supervisory authority under Article 31 GDPR. Notwithstanding any other provision of the Agreement, WellData shall be entitled to respond to and provide all relevant information in respect of requests or orders issued by such supervisory authority.
- 17.7. The Client warrants and represents that:
 - 17.7.1. the information set out in clause 17.2 is accurate; and
 - 17.7.2. it will at all times remain duly and effectively authorised to give the instructions referred to in clauses 17.2 and 17.4.

18. VIRUSES

- 18.1. Each party shall use all reasonable endeavours to avoid the introduction of Viruses to any part of the Client Systems.
- 18.2. Either party shall have the right to temporarily suspend provision of the Services, without liability, in circumstances where that party reasonably believes suspension is required to safeguard against Viruses which may cause harm to the systems of either party.

19. CONSULTANCY / TECHNICAL ADVICE

- 19.1. WellData shall make available to the Client WellData's assigned support Engineer for that Client to assist with planning of strategy and tactics to be employed by the Client's IT department to deliver the Client's business needs.
- 19.2. Where the assigned WellData support Engineer does not have the relevant knowledge or experience in a particular technical field, the full resources of the WellData technical team may be made available as required.
- 19.3. Technical advice of a general nature shall be available to the Client's designated personnel via telephone and/or e-mail to solve or answer immediate questions.

20. EMERGENCY SUPPORT

- 20.1. WellData shall maintain a formal 24/7 roster of On-Call support Engineers.
- 20.2. During an emergency, the On-Call support Engineer, with access to WellData's internal directories, shall bring to bear those resources necessary to affect a solution.
- 20.3. WellData shall not limit the number of callouts related to the systems detailed in the Systems Schedule for which WellData is both in control and responsible for.
- 20.4. WellData shall impose a limit of six callouts per year for emergency situations where the cause can be shown to be outside of WellData's control (e.g. power failures, fire & flood, network failures, third-party intervention, etc.), unless otherwise agreed in writing.

21. DISASTER RECOVERY

- 21.1. Disaster Recovery assistance is only available for systems detailed the Supported Systems Schedule.
- 21.2. WellData shall assist in the creation of plans to recover mission critical systems in the event of a from disaster for those systems covered by the Supported Systems Schedule.
- 21.3. In the event of a disaster, WellData shall support remotely and/or attend site to assist with the recovery, until either the recovery is accomplished or, in extreme cases, abandoned.
- 21.4. Without affecting any other rights and remedies it might have, WellData shall be entitled to terminate this Agreement by giving thirty (30) days written notice to the Client if the Client does not develop a practicable disaster recovery plan or will not test that plan adequately.

22. PAYMENT CARD INDUSTRY DATA SECURITY

- 22.1. In so far as WellData processes any Payment Cardholder Data (as defined in the Payment Card Industry Data Security Standard v2.0, as updated, superseded or replaced from time to time “PCIDSS”) on behalf of the Client, WellData acknowledges its responsibility for the security of such Cardholder Data, and WellData shall:
- 22.1.1. not process, store or transmit any payment Cardholder Data;
 - 22.1.2. not otherwise modify, amend or alter the contents of any Cardholder Data or disclose or permit the disclosure of or transfer any of the Cardholder Data outside the data centre (whether to WellData, to the Client, or to any third party) ever;
 - 22.1.3. at all times comply with the PCIDSS and related guidance issued by the PCI Security Standards Council, and implement appropriate technical and organisational measures to protect Cardholder Data against unauthorised or unlawful access and processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 22.1.4. ensure that only those Personnel who need to have access to the Cardholder Data are granted access to such data and only for the purposes of the performance of this Agreement and all of the Personnel required to access the Cardholder Data are informed of the confidential nature of the Cardholder Data and comply with the obligations set out in this clause;
 - 22.1.5. not publish, disclose or divulge any of the Cardholder Data to any third party;
 - 22.1.6. provide the Client with full co-operation and assistance in relation to any complaint, security incident, or request made in respect of any Cardholder Data, including access for information security incident investigations by the Client, by its acquiring banks and by payment card schemes; and
 - 22.1.7. not copy, move, and storage of Cardholder Data onto local hard drives and removable electronic media.
- 22.2. Insofar as it may relate to them, the parties shall comply at all times with Payment Card Industry Data Security Standard and shall not perform their obligations under this Agreement in such a way as to cause either party to breach any of its obligations under requirements in the Payment Card Industry Data Security Standard. Each party shall immediately notify the other party in the event that it becomes aware of any breach of any Payment Card Industry Data Security Standard requirement in connection with this Agreement.
- 22.3. The terms of, and obligations imposed by, this clause shall survive termination or expiry of this Agreement.

23. ANTI-SLAVERY AND HUMAN TRAFFICKING

In performing its obligations under the agreement, WellData shall:

- 23.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force (including but not limited to) the Modern Slavery Act 2015;

- 23.2. comply with the Anti-slavery Policy OR have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance;
- 23.3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 23.4. include in its contracts with its (direct) subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause that each of its (direct) subcontractors and suppliers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations (and codes) from time to time in force including (but not limited to) the Modern Slavery Act 2015.

24. FREEDOM OF INFORMATION & ENVIRONMENTAL INFORMATION REGULATIONS

- 24.1. WellData acknowledges that the Client is subject to the requirements of the FOIA and the EIRs. WellData shall:
 - 24.1.1. provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;
 - 24.1.2. transfer to the Client all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 24.1.3. provide the Client with a copy of all Information belonging to the Client requested in the Request For Information which is in its possession or control in the form that the Client requires within five (5) Working Days (or such other period as the Client may reasonably specify) of the Client's request for such Information; and
 - 24.1.4. not respond directly to a Request For Information unless authorised in writing to do so by the Client.
- 24.2. WellData acknowledges that the Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from WellData.
- 24.3. The Client shall take all reasonable steps to notify WellData of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

25. ANNOUNCEMENTS

Each party undertakes that as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors shall make, or cause to be made, (whether to the public, press, employees, customers, suppliers or otherwise) any media statement, announcement,

communication or other disclosure whatsoever, whether written or oral, in relation to the other party to this Agreement, the existence of this Agreement or any matter referred to in this Agreement without the other's prior written approval of its contents.

26. GENERAL

26.1. Force Majeure

If WellData is prevented from performing any or all of its obligations under this Agreement by an Event of Force Majeure, it shall give written notice to the Client as soon as reasonably practicable specifying the nature and extent of the Event of Force Majeure and the specific obligations under this Agreement which cannot be completed as a result, and shall have no liability in respect of those obligations for such time as the Event of Force Majeure continues and after it ceases for as long as is necessary for WellData, using all reasonable endeavours, to recommence performance of its obligations.

26.1.1. Notwithstanding any Event of Force Majeure affecting WellData's performance, the Client shall be required to continue making payment of the Charges and any charges due for Additional Services pursuant to the charges schedule.

26.1.2. If WellData is prevented from performing its obligations for a continuous period in excess of three (3) months by an Event of Force Majeure, either party may terminate this Agreement by giving written notice to the other party.

26.2. Set-Off

All amounts due from the Client under this Agreement shall be paid by the Client in full without any set-off, abatement, cross claim, deduction or withholding of any kind other than as required by law or as agreed mutually between the parties.

26.3. Assignment and Sub-Contracting

Neither party shall be entitled to assign, novate, charge or hold on trust for another all or any of its rights and obligations under this Agreement in whole or in part or sub-contract all or any of its obligations under it without the prior written consent of the other party.

26.4. Cumulative Remedies

Save as expressly provided in this Agreement, the rights and remedies provided by this Agreement are cumulative and are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.

26.5. Entire Agreement

This Agreement, and the other documents entered into pursuant to it, constitutes the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in them.

Each party acknowledges and agrees that:

- (i) in entering into this Agreement, and the other documents entered into pursuant to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to this Agreement or not) which is not expressly set out in this Agreement; and
- (ii) the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement shall be for breach of contract under the terms of this Agreement.

Nothing in this clause shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

26.6. Variation

Save as expressly provided in this Agreement, no variation of this Agreement or any documents entered into pursuant to it shall be effective unless and until it is made in writing and signed by each party or on their behalf by duly authorised representatives. For the purposes of this clause, the expression “variation” includes any supplement, deletion or replacement however effected, except to the extent such supplement, deletion or replacement is made pursuant to a court order or ruling made pursuant to the dispute resolution procedure set out below.

26.7. Waiver

Any failure to exercise or delay by WellData or the Client in exercising a right or remedy arising in connection with this Agreement or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless in writing and signed by the relevant party or on his behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.

26.8. Invalidity and Severance

If any term of this Agreement shall be declared to be invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from this Agreement and the validity and enforceability of the remaining terms shall not as a result in any way be affected or impaired.

26.9. Relationship of the Parties

Nothing in this Agreement shall be:

- (i) deemed to constitute a partnership, joint venture, representative or agency relationship between the parties hereto; or
- (ii) construed or have effect as constituting any relationship of employer and employee between the parties.

Neither party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

26.10. Notices

Any notice given under this Agreement shall be in writing (but excluding fax transmission), in English, and may be served by leaving it at, or by sending it by pre-paid first-class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in this Agreement or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first-class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

26.11. Contracts (Rights of Third Parties) Act 1999

All employees, agents and subcontractors of a party (each being a "TP") shall each be entitled, in its own right pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TP Act"), to enforce every defence and limitation expressed to be in favour of the party under this Agreement to the extent determined by the party in its absolute discretion from time to time and without the party's prior written consent, as if such defences and limitations were expressed to be for the benefit of the relevant TP. Also:

- 26.11.1. each employee, agent and subcontractor shall be entitled in its own right to enforce, pursuant to the TP Act, all indemnities in this Agreement expressed to be in favour of the party to the extent determined by the party and without the party's prior written consent in its absolute discretion from time to time and without the party's prior written consent, as if such indemnities were expressed to be for the benefit of the relevant employees, agents and subcontractors;
 - 26.11.2. the Client and WellData shall not be required to notify or obtain the consent of any TP in order to rescind or vary this Agreement or any provision of it;
 - 26.11.3. the aggregate liability of all TPs and a party collectively shall be no greater than the liability of the party alone, as set out in this Agreement. No TP may assign or otherwise transfer any of their rights referred to in this clause;
 - 26.11.4. save as referred to in this clause, no provision of this Agreement shall be enforceable pursuant to the TP Act by any person who is not a party to it.
- 26.12. Anti-bribery
Each party shall:
- 26.12.1. comply with all applicable laws relating to anti-bribery and anti-corruption including the Bribery Act 2010;

- 26.12.2. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with its requirements and enforce them where appropriate; and
- 26.12.3. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.
- 26.13. Governing Law and Jurisdiction

This 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 laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales to resolve all disputes or claims which may arise out of or in connection with this Agreement (including non-contractual disputes or claims).

DATABASE AND SERVER MANAGED SERVICES SCHEDULE

1. SERVICE OVERVIEW

The aim of WellData's services is to support the needs of the Client's IT Department by regular monitoring, incident detection, correction and configuration of the systems to provide an efficient and reliable service.

This service is provided via remote access via the public Internet.

On-site data-centre attendance will address problems that cannot, or should not be, resolved remotely or when the complexity of the problem is such that on-site attendance is required for faster resolution. These on-site visits will be planned and scheduled, rather than simply ad-hoc visits.

On-Site work, planned or otherwise, will be carried out whenever justified by the Primary DBA assigned by WellData to this contract.

The Service will provide inclusive technical support for the systems outlined in the 'Supported Systems Schedule'.

The Service is delivered to designated Client personnel within Client's organisation as stated in the contract.

The Comprehensive Managed Service is an all-risks policy. All activities appropriate to the good management of the systems under WellData's care are proper to this level of service, including all necessary on-site work as deemed appropriate by the Primary DBA.

2. MANAGED SERVICE FEES

Managed Service Fees are quoted on a fixed price basis and cover all the support activities outlined in this contract for the Systems, Service Level, Support Level and Cover/Availability detailed in the "Supported Systems Schedule".

Services are payable from the Commencement Date of this Agreement.

Additional charges will apply to providing support activities to systems not detailed in the "Supported Systems Schedule"; and/or performing services not covered by the "Support Level" or "Availability / Cover" detailed in the "Supported Systems Schedule".

The Managed Service Fees quoted in this Agreement are valid for the duration of the initial term. After the Initial Term a replacement Managed Service Fees Rate Card will be issued, which will be valid for the stated period.

Managed Service Fees are quoted as a Monthly value with an agreed payment period, normally Quarterly. Alternative payment periods can be quoted for i.e., Monthly or Annually for which an alternative rate card will be produced.

3. SERVICE LIMITATIONS

3.1. Scope

The Service applies to the agreed system(s) only, and does not apply to any other hardware, software or applications owned and/or run by the Client.

3.2. Staff Availability

WellData will endeavour to provide the Service using the same designated technical specialist. This specialist will expect to become thoroughly familiar with the Client's Systems and site procedures. However, this continuity of provision cannot be guaranteed, particularly during periods of annual leave, sickness, training, etc. In these situations, other specialists will provide all necessary cover. WellData will ensure that other WellData specialists have sufficient knowledge on the Client's Systems to provide the Services within the agreed Service Levels.

3.3. Execution of the Daily Backup Routines

WellData will work to ensure that Database backups have been carried out, but it is beyond the scope of this Agreement for WellData to ensure that these backups are removed from site for safekeeping. WellData expects the Client will ensure the safe transport and safekeeping of these backups.

3.4. Hardware / Power / Communications Failures

Should the hardware, power or communications fail or become unavailable, assistance will be provided to recover the Client's Systems to an operational state in the times specified under the agreed Service Levels, once the hardware, power or communications failure has been rectified.

4. SCHEDULE DEFINITIONS

The following section defines a number of terms used throughout this and associated documents.

4.1. BAU

Business as usual support as described in this contract

4.2. Database Support

The BAU support for databases listed in the Systems Schedule

4.3. Operating System Support

The WellData support contract already contains an element of operating system support on all systems, normally amounting to the requirements of the databases and applications under its care, etc. as defined in the main appendices.

However, WellData can formally support the operating system are detailed in the "Supported Systems Schedule" as supported Servers.

4.4. Applications Support

The WellData support contract already contains an element of application support on all systems, amounting to spot performance monitoring, use of indexes, transaction sizes, etc.

However, there are a number of specific applications for which WellData also provides formal technical support, as defined in the appendices. These are marked on the schedule as supported applications.

4.5. Service Levels

The service level defines the scope of the work to be carried out on the systems defined in the schedule: Comprehensive Managed Service – Remote

4.6. Support Levels

The support level is used to define the required response to scheduled actions and emergency situations. Production systems elicit the highest level of response, test systems the lowest.

Production	A system used to deliver business or mission critical service. Production can also cover systems used for other purposes (i.e., Test / Development) where the client requires a higher level of Support / Availability.
Cluster Node	Cluster Node (or similar) are treated as Production.
Standby / DR	Standby or DR systems are treated as Production.
Test / UAT	A system used in a test or user acceptance environment that needs support only during normal office hours.
Reporting	A system used to deliver business or mission critical Reporting services.
Development	A system used by the Client for the development of an in-house system for which database design and development services are required on an ad hoc basis. This service is limited to one application development per Development system and a fair use policy.

4.7. Availability / Cover

The availability statement defines the periods through which the production systems should be continuously available. WellData strives to maintain these systems uninterrupted during these periods.

Outside of these availability periods WellData requires that systems are made reasonably available for maintenance purposes, including starting, stopping and reconfiguring.

The cover period determines the in/out-of-hours incident response required, distinct to the actual availability required.

Business Hours Only	There is no out-of-hours cover. Any failures will be resolved within the working day.
Business Hours with out-of-hours cover	Out-of-hours failures will elicit an emergency response to restore availability for the next working day.
24/7	Out-of-hours failures will elicit an emergency response to restore availability as soon as practicable. For systems with 24/7 cover. WellData will require a series of agreed maintenance slots to perform any necessary maintenance functions.

4.8. **Cover Periods / Response Times**

WellData standard working hours are 9 a.m. to 5.30 p.m. on all normal business days. Outside these hours' emergency support is provided by the On-Call Engineer for systems covered by Out-of-Hours and 24/7 Cover.

Incidents for systems with 24/7 cover.

Response time: 1 hour, at any time of day

Resolution time: Four (4) hours.

Where an incident cannot be resolved within this resolution window a Resolution Plan will be written for the Client's management briefly outlining the issue, the chosen method of resolution and/or circumvention, the resolution steps to be undertaken and a timetable to restoration of service. As the situation changes updates to the resolution Plan will be issued. For speed it is expected that this plan will be in the form of an email.

Incidents for systems with out-of-hours cover.

Response time: 1 hour, at any time of day

Resolution time: By the next working day.

Where an incident cannot be resolved within this resolution window a Resolution Plan will be written for the Client's management briefly outlining the issue, the chosen method of resolution and/or circumvention, the resolution steps to be undertaken and a timetable to restoration of service. As the situation changes updates to the resolution Plan will be issued. For speed it is expected that this plan will be in the form of an email.

Incidents for systems without out-of-hours cover.

Response time: 2 working hours during standard WellData support hours.
Outside these support hours or after 16:00, the following business day.

Resolution time: Eight (8) hours.

Where an incident cannot be resolved within this resolution window a Resolution Plan will be written for the Client's management briefly outlining the issue, the chosen method of resolution and/or circumvention, the resolution steps to be undertaken and a timetable to restoration of service. As the situation changes updates to the resolution Plan will be issued. For speed it is expected that this plan will be in the form of an email.

Service Requests for Production/DR systems

Response time: One (1) working hour during standard WellData support hours.

Outside these support hours or after 16:00, the following business day.

Completion time: As agreed between the Client and WellData's support staff.

Service Requests for Test / UAT systems

Response time: Two (2) working hours during standard WellData support hours.

Outside these support hours or after 16:00, the following business day.

Completion time: As agreed between the Client and WellData's support staff.

MANAGED SERVICE CONTENT

5. ON-BOARDING

5.1. Remote Access Set-Up

The priority on contract start is to enable remote connection between the Client's systems and WellData's support engineers. For each client WellData creates a virtual machine (VM) within our tier 4 data centre. This VM is used for all connections to the Client's systems.

WellData can and do use all types of VPN methods. We will provide a list of named users and hold RSA tokens if required. We do not require a constant site to site VPN, unless it is a Client requirement.

5.2. Jump Box

WellData will require a 'Jump Box' inside the Client's domain as the target of our connections and upon which our monitoring systems run.

5.3. Monitoring Setup

WellData will install and configure monitoring software on the Jump Box within the Client's domain, setting thresholds and incident reporting.

All monitoring software used by WellData will be licensed, installed and maintained by WellData as part of this contract.

5.4. Service Desk Set-Up

WellData will set up the Client and agreed personnel on our service desk system to allow incidents/alerts to be raised, actioned and tracked.

5.5. System Audit

The audit process details and confirms all the systems, databases, and applications covered by this contract as outlined in the schedule.

Additionally, it will document and prove connectivity as agreed, confirm the points of contact and access, etc.

5.6. Staff Allocation

WellData will allocate a Primary DBA to each Client / Technology. This allows WellData to gain clear knowledge of a Client's systems and provide a single point of contact for the Client interaction. We also allocate a Deputy DBA to provide cover when the Primary is unavailable, they, in turn, are supported by a team of highly experience DBAs.

The Client has direct access to WellData staff via the service desk, email and phone to discuss all matters relating to this contract.

5.7. Welcome Pack / Contact Details

WellData will provide a Welcome Pack detailing all contact details and escalation/emergency/service desk procedures on completion of this on-boarding process.

6. DOCUMENTATION SET

6.1. Login Guide

The Login guide details all systems under support in the contract along with details of how to access the systems to carry this support. This document is kept up to date by the technical staff as and when the schedule changes over time.

6.2. Operations / Procedures Guide

The operations guide details, in technical terms, the precise structure and operation of the Client's IT Systems.

This document ensures that we have fully covered and understood the Client's systems; that this information is communicated to the rest of the technical team who use it when fielding out-of-hours incidents.

This is a living document. WellData endeavours to keep this document up-to-date at all times. When structural changes are made to the Client's IT Systems they will be reflected in this document as soon as practicable.

6.3. Issues and Observations

The Issues and Observations document is initially generated during the on-boarding process and details all items of interest or worry about the systems being placed under support. The Primary DBA will share this information with the Client and work to correct any issues noted, in line with Client requirements.

7. ON-GOING ACTIVITIES

7.1. Daily Checks / Business Ready

WellData will set system daily checks on a Client's site to provide a status snapshot of the systems each day. These are emailed to WellData and reviewed by the Primary / Deputy DBA. Once reviewed, the Client will get an email from their DBA before 9AM each day, giving a status update and opinions from the DBA.

Checks consist of space, jobs, sizing and error log entries as well as bespoke checks as agreed with the Client.

7.2. Database Management

WellData will be responsible for all aspect of database general maintenance. This includes the checking of databases for consistency, updating statistics, rebuilding indexes and managing space within databases.

7.3. Space Management

WellData will monitor and report on space management metrics using WellData monitoring tools located on the Client site. Alarms will be set up to alert WellData if pre-agreed limits are breached.

7.4. Performance Management

WellData will monitor the performance metrics & trend analysis of the Client systems using WellData monitoring tools located on the Client site.

7.5. Resource Management

WellData will check the utilisation of the Client system against initialisation parameters for events such as user limits, process limits, lock limits and file limits.

7.6. Incident Management

WellData monitors the Client systems for specific types of events and creates alarms for database outage, service outage, user blockages and other similar events. Incidents are escalated immediately to the Duty Engineer for action.

Incidents raised via our 24/7 telephone service are also escalated immediately. Incident types will be agreed with Clients and WellData will react in line with the SLA agreement.

7.7. Problem Management

WellData will work to resolve on-going problems with liaison from Client and software vendors.

7.8. Service Requests

WellData will acknowledge a Service Request (SR) raised in our online portal within the agreed SLA. They will then agree a 'required by' time and work with the Client to achieve that time.

7.9. Capacity Management

WellData will monitor the capacity metrics & trend analysis of the Client's systems using WellData monitoring tools located on the Client's site.

7.10. Database Security

WellData takes responsibility for creating and maintaining database users, roles and profiles. Work is carried out against Client requirements and pre-defined standards.

7.11. Database Instance Management

WellData will create new databases and instances based on Client requirements and best practice. Start-ups and shut-downs of the instances or databases will be managed during system back-ups and outages and the system brought back to full pre-defined availability.

7.12. Schema Management

WellData will manage all aspects, including creation of new Objects, granting privileges, managing space usage, creating database links as needed and executing regular database reorganisations when necessary.

7.13. Data Control

WellData takes responsibility for all exports from and imports to the Client database, either routinely or by special request. Relocation of files, including log files will be managed and data integrity within each database instance will be maintained against standards set.

7.14. Back-Up and Recovery

WellData will manage and plan the software component of the database back-up and recovery using best practice guidelines. All types of backups of the database, and recovery activities as necessary are covered. Recovery Plans and Procedures are continuously reviewed and updated.

7.15. Database / Instance / Application Cloning

WellData will manage all database / application copies and clones as requires for supported systems.

7.16. Issues & Observations

WellData will maintain the Issues and Observations document in line with fixes performed and new or arising issues.

7.17. Bug Fixes

WellData will apply the latest fixes, patches and service packs from the database / application vendor as required and in line with Client policy.

7.18. Database Patches

WellData will apply patches and minor version upgrades to supported systems in line with business requirements at pre-agreed times.

Normal practice is that Test systems are updated within business hours and Production systems outside of normal business hours.

7.19. Consultancy / Technical Advice

Your assigned WellData Engineer will expect to be involved planning of strategy and tactics to be employed by your IT department to deliver their user's business needs.

They will therefore be available to provide technical contribution to your decision-making processes to ensure a successful result.

Where your assigned WellData Engineer does not have the relevant knowledge or experience in a particular technical field, the full resources of the WellData technical team will be made available as required.

Technical advice of a general nature will be available to your designated personnel via telephone and/or e-mail to solve or answer immediate questions.

7.20. Emergency Support

WellData maintains a formal 24/7 roster of On-Call Engineers. This ensures that should the unforeseen happen there is always a qualified member of the technical team available to provide assistance.

The On-Call Engineer has access to WellData's internal directories and can bring to bear those resources necessary to affect a solution.

7.21. Disaster Recovery

WellData will assist in the creation of plans to recover supported mission critical databases from disaster scenarios.

In the event that a disaster occurs, WellData will assist with the recovery, until either the recovery is accomplished or, in extreme cases, abandoned.

7.22. Service Delivery Conferences

A service delivery conference either via telephone or, where appropriate, at a Client's site will take place at an agreed interval, normally quarterly.

8. OPTIONAL SERVICES

The following Services are available upon request at additional cost.

8.1. Major Database/Server Version Upgrades

While minor upgrades in version are included with our support services, major upgrades between version numbers of database software are excluded. As these upgrades are not a regular occurrence, WellData do not feel that they should be charged for on an ongoing basis, as part of the normal support.

WellData will provide planning and consultancy on a fixed cost basis for this service.

8.2. Database/Server Migration, Consolidation and Transformation Services

Occasionally a project is instigated to review the database estate and transform it, either to new systems, into the cloud or onto fewer servers.

WellData will provide consultancy to scope this project along with a Statement of Work to accurately define the work and cost involved.

8.3. Database/Server Health Checks

From time to time, there may be a necessity to provide a deep-dive health check into a database or instance in order to gain a fuller picture with formal report on the database / instances.

WellData can carry out this service and charge on a per database / instance basis.

8.4. Operating System Support

When supporting databases, there is an element of Operating System Support included in this contract to ensure the availability of the databases. Clients may wish for database sever support to be added to the database managed service.

8.5. Development

Under normal day to day activities development is not included.

Should there be a need, WellData can provide development services to include:

- Database design review
- Database Tables/Views design review
- Database code review
- Database function coding
- Database stored procedure review and coding

For bespoke requirements, you can speak to your Account Manager.

8.6. On-Site Attendance

WellData provide a remote database support service. Your nominated DBA (or deputy) shall attend site should WellData feel that it is necessary.

Should the Client request the DBA to work on-site, consultancy rates would apply.

CHARGES SCHEDULE

1. MANAGED SERVICE FEES

Managed Service Fees, quoted monthly, plus VAT.

Valid until (as per terms of G-Cloud Framework)

Technology	Support Level	Service Level	Av/Cover	Monthly Price
<SYSTEM>				

2. AD HOC TIME AND MATERIALS WORK

The following rates will only apply for systems outside the scope of this contract.

Remote Consultancy Rate

Business Hours: £1195 / day
£650 / half day

Out of Hours: £220 / hour (or part thereof), minimum 2 hours

On-site Consultancy Rate

Business Hours: £1195 / day
plus reasonable accommodation, subsistence and travelling expenses.

Payment terms are 30 days from the date of a valid invoice (see Terms and Conditions).

3. PROJECT WORK

Project work is quoted for, separately.



Supported Systems Schedule

Count	Technology	Service Level	Cover	
<SYSTEM>				