

CFH DOCMAIL LTD STANDARD HYBRID MAIL TERMS

AGREEMENT SUMMARY	
AGREEMENT DATE	[INSERT DATE]
SUPPLIER	CFH DOCMAIL LIMITED , a company incorporated under the laws of England and Wales with registered number 1716891 whose registered office is at St Peter's Park, Wells Road, Radstock, Bath BA3 3UP.
CUSTOMER	[INSERT], a company incorporated under the laws of England and Wales with registered number [INSERT] whose registered office is at [INSERT].
START DATE	[INSERT]
APPOINTMENT AND TERM	The Customer appoints the Supplier as its sole supplier for print services for a rolling period of 12-months from the Start Date.
RENEWAL MECHANISM	This Agreement shall automatically renew for a further 12-months on each anniversary of the Start Date, unless terminated in accordance with the terms of this Agreement.
TERMINATION	The respective termination rights of the parties are set out in clauses 6.7.2.2, 7.4 and 15.
CUSTOMER INVOICE ADDRESS	[INSERT]
SUPPLIER REPRESENTATIVE DETAILS	Docmail Customer Support (E): customersupport@cfh.com (T): 01761 409701
CUSTOMER REPRESENTATIVE DETAILS	[NAME] (E): (T):

INTERPRETATION

1.1. Definitions

Agreement	means these terms and conditions together with any Schedules or Order.
API	the Supplier's Application Programme Interface.
Business Day	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Contact Data	means business contact information relating to the respective parties' employees (as applicable) involved in the management or administration of the Agreement, including names, business email addresses, business phone numbers and business addresses.
Charges	the charges set out in Schedule 1 (Charges) as may vary in accordance with clause 6.
Confidential Information	means all confidential or proprietary information relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities, operations, processes, product information, know-how, technical information, designs, trade secrets or software, any information, findings, data or analysis derived from them and any other information of the disclosing party, or of any of the disclosing party's Group Companies that is directly or indirectly disclosed or made available by the disclosing party (or any of its Group Companies and their respective representatives) to the other (or any of its Group Companies and their respective representatives) during the course of the provision or receipt (as applicable) of the Good and/or Services.
Customer Default	shall have the meaning given in clause 5.2 below.
Customer Material	means all stock, software, materials, data, files, text, drawings, diagrams, images, records, documents, blueprints, specifications, information, letters, notes, policies, media lists, materials, original artwork or creative work, notebooks embodied in any medium and any other items or information relating to the business of the

Customer, whether supplied to the Supplier by or on behalf of the Customer, or prepared by the Supplier or otherwise coming into the Supplier's possession;

Customer Personal Data means personal data supplied by the Customer relating to data subjects, which is to be used by the Supplier in the provision of the Services;

Customer Representative means a representative appointed by the Customer from time to time to provide day to day management and contact between the Customer and the Supplier for the purpose of this Agreement, the first of which is named in the Agreement Summary.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Deliverables means the Printed Materials, Digital Materials, postal packs or other output (printed or otherwise) to be supplied pursuant to an Order, the type of which is more particularly described in the Specification.

Digital Material means a digital representation of an approved Proof to be produced on your behalf.

Disaster Recovery and Business Continuity Plan the disaster recovery and business continuity plan(s) maintained by the Supplier containing the actions to be taken, the resources to be used and the procedures to be followed to support disaster recovery and business continuity in the event of a disaster or other event affecting the provision of the Services, as amended from time to time.

End User means the employee, worker, contractor or other associate of the Customer or its Group Companies who is the end user of the Services.

Force Event	Majeure	means an event that is beyond the reasonable control of either party and for which it cannot reasonably be expected to make provisions or arrangements, including epidemic, pandemic, or governmental decree or order, strikes, lock-outs or other industrial disputes (excluding any industrial disputes caused by and affecting the workforce of the Supplier), act of terrorism, act of god, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm.
Good Practice	Industry	means the standards, practices, methods and procedures conforming to the applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time of a skilled and experienced person engaged in the same or a similar type of undertaking under the same or similar circumstances;
Group:		in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
Group Company		in relation to a company, any member of its Group and Group Companies, shall be construed accordingly.
Intellectual Property Rights		means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order		means an instruction from an End User for the supply of Services and Deliverables, which may be submitted and deemed to be accepted via any of the Order Methods.
Order Methods		means either:

- (a) the API;
- (b) the Print Driver; or
- (c) the Web Portal,

or any other means of placing an Order as agreed between the parties in writing from time to time;

Print Driver	means the Supplier's virtual printer software installed on an End User's computer that allows the End User to upload files to Docmail using the print functionality within an application.
Printed Materials	means the printed material of an approved Proof to be produced on the Customer's behalf.
Proof	means a visual example of how the Printed Materials or Digital Materials will appear in final form, for approval by the Customer.
Services	means the Services to be provided pursuant to an Order as more particularly described in the Specification including but not limited to the Docmail Services as defined in Schedule 2.
Service Credits	the sums attributable to a Service Failure as specified in Schedule 4.
Service Failure	a failure by the Supplier to deliver any part of the Services in accordance with the Service Levels.
Service Levels	the service levels to which the Services are to be provided, as set out in Schedule 2 and Schedule 4.
Specification	means the description of the Services and associated Deliverables, Schedule 1 and any other description or specification for the Services and associated Deliverables that is agreed in writing by the Customer and the Supplier from time to time.
Supplier Representative	means a representative appointed by the Supplier from time to time to provide day to day management and contact between the Customer and the Supplier for the purpose of this Agreement.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Web Portal means the Supplier's website, accessed by an End User from a compatible web browser, to allow that End User to upload files to Docmail.

- 1.2. In this Agreement the terms "controller", "processor", "data subject", "personal data", "personal data breach", "processing", "processes" and "process" and "appropriate technical and organisational measures" shall bear the meanings given to them in the Data Protection Legislation.
- 1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4. Reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes of determining whether a limited liability partnership is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

2. ORDERS

- 2.1. The Customer, for itself or (as applicable) on behalf of its Group Companies, may procure and the Supplier shall provide the Services and associated Deliverables referred to in each Order submitted via the Order Methods in accordance with the terms of this Agreement.
- 2.2. Each Order shall be part of this Agreement and shall not form a separate contract to it.
- 2.3. Provided always that this Agreement has been executed by both parties, no Order shall be valid prior to the Start Date.
- 2.4. Subject always and without prejudice to clause 3.1.1.7 any samples, drawings, descriptive matter or advertising and any descriptions of goods or illustrations or

descriptions of the Services contained in any catalogue, brochure or website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement.

- 2.5. This Agreement applies to the provision of the Services to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. PROVISION OF SERVICES

- 3.1. The Supplier:

3.1.1. shall always:

- 3.1.1.1. supply the Services and associated Deliverables to the Customer on behalf of itself and each of its Group Companies in accordance with this Agreement and with reasonable skill and care and in accordance with Good Industry Practice;
- 3.1.1.2. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, this Agreement and any additional obligations set out in the Schedules;
- 3.1.1.3. perform the Services in accordance with this Agreement;
- 3.1.1.4. comply and ensure that its employees comply with all the Supplier's policies and standard operating procedures, which the Supplier shall not amend, so as to offer any lesser degree of security, diligence and service standard as are in force at the date of this Agreement;
- 3.1.1.5. ensure that its employees undertake such reasonable and lawful screening, security and vetting procedures as necessary having due regard to the interests of the Customer. Supplier shall ensure that each of its employees has the right to work in the United Kingdom in compliance with the Immigration, Asylum and Nationality Act 2006, the Immigration Act 2014 and the Immigration Act 2016;
- 3.1.1.6. co-operate with the Customer in all matters relating to the provision of the Services, and comply with all lawful and reasonable instructions of the Customer; and

- 3.1.1.7. ensure that the Services and associated Deliverables will conform with all descriptions, standards and specifications set out in the Specification and will otherwise be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- 3.1.2. reserves the right to amend the Services, if necessary, to comply with any applicable law or regulatory requirement, or (subject always to the Services and associated Deliverables complying with the Specification) if the amendment will not materially affect the nature or quality of the Services (a **"Minor Alteration"**) provided that the Supplier shall give the Customer at least 10 Business Days' written notice prior to implementing any Minor Alteration;
- 3.1.3. warrants, represents and undertakes on an ongoing basis for the duration of the Term that:
 - 3.1.3.1. the minimum standards equivalent to the following shall be in place and maintained:
 - 3.1.3.1.1. ISO14001; 2015 Environmental Management System;
 - 3.1.3.1.2. ISO9001: 2015 Quality Management System;
 - 3.1.3.1.3. ISO/IEC 27001: 2022 Information and Data Security;
 - 3.1.3.1.4. ISO22301 Business Continuity Certificate;
 - 3.1.3.1.5. Cyber Essentials and Cyber Essentials Plus certified; and
 - 3.1.3.1.6. Forest Stewardship Council certificate (FSC and PEFC),(together the **"Minimum Standards"**) and shall supply copies of the certificates to the Customer on request and in any event within 10 Business days of achieving re-certification;
 - 3.1.3.2. it shall notify the Customer as soon as practicable if any of the minimum standards above are no longer in place for any period and for whatever reason;
 - 3.1.3.3. it shall adhere to the Minimum Standards in the supply of the Services;
 - 3.1.3.4. subject to clause 7.2 and without prejudice to clause 4, it shall use all reasonable endeavours to meet any performance dates for the supply of Services set out in this Agreement;

- 3.1.3.5. the software and associated API used in providing the Services are fit for the purpose specified by the Supplier in the Specification and that appropriate measures are and shall remain in place to ensure the integrity of the Customer's interface and operating systems;
- 3.1.3.6. it has and shall retain all necessary licences, permissions and consents required to comply with its obligations contained in this Agreement;
- 3.1.3.7. that all information contained in its Disaster Recovery and Business Continuity Plan and its standard operating procedures remains and shall remain true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to the Start Date;
- 3.1.3.8. the quality of the Services and associated Deliverables will be as described in the Specification and that the Deliverables will be:
 - 3.1.3.8.1. of satisfactory quality;
 - 3.1.3.8.2. free from material defects in design, material and workmanship;
 - 3.1.3.8.3. fit for any purpose held out by the Supplier; and
 - 3.1.3.8.4. properly enveloped, with the correct postage applied.

4. SERVICE LEVELS

- 4.1. Subject to clause 7.2, the parties shall comply with their obligations contained in Schedules 2 and 3 and the Supplier shall ensure that the Services always meet or exceed the Service Levels during the Term.
- 4.2. The Supplier shall provide the Customer with a quarterly report detailing its performance in respect of each of the Service Levels.
- 4.3. If there is a Service Failure, the Supplier shall:
 - 4.3.1. notify the Customer immediately of the Service Failure; and
 - 4.3.2. deploy all reasonable additional resources and take all reasonable remedial action to rectify or to prevent the Service Failure from continuing or recurring.
- 4.4. The Supplier shall automatically credit the Customer with the applicable Service Credits. Service Credits shall either be shown as a deduction from the amount due

from the Customer to the Supplier in the next invoice then due to be issued under this Agreement, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within 20 Business Days of issue of the credit note.

5. CUSTOMER OBLIGATIONS

5.1. The Customer shall:

- 5.1.1. ensure that the information in any Order and any other data, materials or information the Customer or any End User provides is complete and accurate;
- 5.1.2. provide and procure that the End User provides such information and materials as the Supplier may reasonably require in order to supply the Services;
- 5.1.3. prior to the Start Date, obtain and maintain all necessary licences, permissions and consents which it may require to enable the provision of the Services;
- 5.1.4. not act in a manner that may be deemed inappropriate, or be in any way detrimental to the Supplier's reputation; and
- 5.1.5. comply with all applicable laws, these terms and conditions and any additional obligations set out in the relevant Order or the Schedules.

5.2. If the Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer or any End User or failure by the Customer or any End User to perform any relevant obligation (Customer Default**) to the extent that, the Supplier incurs additional costs or for as long as the provision of the Services set out in this Agreement is affected by the Customer Default:**

- 5.2.1. the Supplier may charge the Customer such amount as is reasonable to cover any additional costs; and
- 5.2.2. the relevant performance dates for the provision of the Services set out in this Agreement shall be extended commensurate with the period during which the relevant Customer Default subsists; and

5.2.3. without prejudice to any liabilities which may have already arisen prior thereto the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer or any End User arising directly or indirectly from the Supplier's failure or delay to perform its obligations insofar as they relate to the delay caused by the relevant Customer Default; and

5.2.4. notwithstanding clause 5.2.2, if the Customer requests and the Supplier agrees to adhere to the performance dates for the provision of the Services set out in this Agreement as if they had not been extended pursuant to clause 5.2.2, the Supplier shall be entitled to raise an invoice in respect of the reasonable additional charges it incurs in respect of any overtime spent or additional resources utilised in meeting those performance dates.

6. CHARGES AND PAYMENT

- 6.1. In consideration of the provision of the Services and associated Deliverables, the Customer shall pay the Supplier the Charges.
- 6.2. Save in respect of clause 5.2.1, the Charges shall be the full and exclusive remuneration of the Supplier in respect of the performance of the provision of the Services and associated Deliverables. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.3. All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under this Agreement by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.4. The Supplier will invoice the Customer monthly in arrears within 3 Business Days of the 1st day of each month during the Term in respect of the Charges incurred during the month immediately preceding that date. All invoices shall be directed to the Customer's Representative and shall take in to account any Service Credits which have been accrued in the previous period.
- 6.5. Subject to clause 6.4, the Customer shall pay all invoices within fourteen (14) days from the date of invoice, without set-off or counter-claim, in cleared funds.

- 6.6. The Supplier shall maintain complete and accurate records of the materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 6.7. If the Customer fails to make any payment due to the Supplier under this Agreement (that is not subject to a bona fide dispute) by the due date for payment, then:
- 6.7.1. the Customer shall pay interest on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%, whether before or after judgment; and
- 6.7.2. if such situation continues for more than 20 Business Days after such due date, the Supplier shall on the expiry of that period be entitled to:
- 6.7.2.1. suspend the provision of Services until such time as the relevant payment is received; or
- 6.7.2.2. terminate this Agreement with immediate effect and on termination, Clause 16 (Consequences of termination) shall apply.
- 6.8. Notwithstanding clauses 6.9 and 6.10, all Charges will be subject to review on the first anniversary of the Start Date and each subsequent anniversary thereafter and the Supplier may increase the Charges in line with the percentage increase in the Retail Price Index (if any) published by the Office of National Statistics in the preceding 12-month period, such increase shall be based on the latest available figure for the percentage increase in the Retail Price Index.
- 6.9. If, at any time following the Start Date the Supplier is subjected to unilateral increases in its raw material costs from its raw material suppliers then, subject to production of satisfactory evidence in support and on giving the Customer one month's written notice, the Supplier shall be entitled to pass on those increased raw material costs directly to the Customer.
- 6.10. Any element of the Charges that is wholly attributable to postage costs ("**Postage Costs**") are based on the postal service provider's prevailing rate at the date of posting and are subject to review. Should that rate increase at any time after the Start Date, the Supplier shall be entitled to increase the Postage Costs in line with the increase in its postal provider's postage costs.

- 6.11. The Customer acknowledges and agrees that the Supplier's Charges are based on the volume of Services it requires at the Start Date, as set out in Schedule 1 ("**Predicted Volumes**"). The Predicted Volumes are a material factor in the Supplier agreeing to those Charges. Should the Customer's volumes decrease by more than 10% below the Predicted Volumes the Supplier reserves the right to adjust its Charges accordingly by giving the Customer one month's notice in writing. Any adjustment to the Charges shall have effect from the date specified in that notice.

7. DISASTER RECOVERY AND FORCE MAJEURE

- 7.1. The Supplier shall have in place an appropriate Disaster Recovery and Business Continuity Plan to ensure that it is able to comply with its obligations under this Agreement and shall:
- 7.1.1. ensure that it can implement the provisions of the Disaster Recovery and Business Continuity Plan at any time in accordance with its terms;
 - 7.1.2. maintain, update and test such Disaster Recovery and Business Continuity Plan every 12 months;
 - 7.1.3. following each test of the Disaster Recovery and Business Continuity Plan, send to the Customer a written report summarising the results of the test; and
 - 7.1.4. implement the Disaster Recovery Plan if the provision of the Services is not available for more than 48 hours.
- 7.2. Neither party shall be liable to the other for failure to perform its obligations under this Agreement to the extent that such failure is caused by a Force Majeure Event.
- 7.3. Clause 7.2 shall not apply where a Force Majeure Event has been solely caused by the negligence of the party claiming relief pursuant to that Force Majeure Event.
- 7.4. If the Force Majeure Event continues for a period of more than 30 (thirty) days then the party not claiming relief pursuant to that Force Majeure Event may terminate this Agreement with immediate effect.

8. CONFIDENTIALITY

- 8.1. Each party undertakes that it shall treat the other party's Confidential Information as confidential and shall not at any time disclose to any person any Confidential Information, except as permitted by clause 8.2.

- 8.2. Each party may disclose the other party's Confidential Information:
- 8.2.1. to its (and in the case of the Customer only, its Group Companies') employees, officers, representatives, subcontractors or advisers who are directly involved in the provision or receipt (as applicable) of the Services and who need to know such information for the purposes of carrying out that party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with the provisions of this clause 8; and
 - 8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 8.4. If a party is required by law to make a disclosure of Confidential Information, that party shall as soon as reasonably practicable and to the extent permitted by law notify the other party of the full circumstances of the required disclosure including the relevant law and/or regulatory requirement requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 8.5. The parties acknowledge that that the breach or threatened breach of this clause 8 may result in irreparable damage to the other party and that, in addition to its other remedies, the other party shall be entitled to injunctive relief to restrain any threatened or actual breach of this Agreement.
- 8.6. Subject always to clause 12 (Indemnities and Liability) each party agrees to fully indemnify the other in respect of all direct losses and reasonable professional costs and expenses incurred by it that may arise directly or indirectly from either party breaching any of its obligations under this clause 8.
- 8.7. The provisions of this clause 8 shall survive the termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Supplier warrants to the Customer that the performance of the Services and production of any associated Deliverables, shall not in any way infringe any Intellectual Property Rights belonging to any third party and shall indemnify the Customer and its Group Companies against all direct losses and reasonable

professional costs and expenses arising from or incurred by reason of any infringement, or alleged infringement. For the avoidance of doubt, the Supplier shall not be liable under this clause 9.1 if such infringement arises from the use of any Customer Materials provided by the Customer.

- 9.2. All pre-existing Intellectual Property Rights (other than Intellectual Property Rights in any Customer Materials) in, or in connection with, the provision of the Services is owned by and shall remain the property of the Supplier. The Supplier grants to the Customer (and its Group Companies) or shall procure the direct grant to the Customer (or its Group Companies) of a non-exclusive, irrevocable, royalty free license to use such pre-existing Intellectual Property Rights during the Term to enable the Supplier to provide the Services and for the purpose of the Customer (and its Group Companies) receiving and using the Services. All other rights of the Supplier to any pre-existing Intellectual Property Rights are reserved.
- 9.3. All Intellectual Property Rights in any Deliverables produced for the Customer (or its Group Companies) in the provision of the Services shall be owned by the Customer (or its Group Companies) and shall pass directly to the Customer (or its Group Companies) upon creation. The Supplier assigns to the Customer (and its Group Companies), with full title guarantee, title to and all present and future rights and interest in the Deliverables and the Supplier shall at its expense, if required by the Customer (or its Group Companies), execute a formal assignment of such Intellectual Property Rights.
- 9.4. Without prejudice to clause 9.2, the Customer (or its Group Companies) has and retains exclusive ownership of, including all Intellectual Property Rights and other proprietary rights in the Customer Materials. The Supplier shall not use in any way the name, any adaptation of the name, any logo, trademark or other device of the Customer (or its Group Companies), or any part of it, without the express prior written consent of the Customer (or its Group Companies).
- 9.5. The Customer grants or shall procure the direct grant to the Supplier of a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy any information, data or materials provided by the Customer or End User (as the case may be) to the Supplier, for the term of this Agreement, solely for the purpose of providing the Services to the Customer (or its Group Companies).
- 9.6. Subject always to clause 12 (Indemnities and Liability), the Customer shall indemnify the Supplier against all direct losses and reasonable professional costs and expenses the Supplier suffers or incurs as a result of a claim that the Supplier's use of the Customer Materials infringes any third-party Intellectual Property Rights.

- 9.7. Save as set out in this clause 9, nothing in this Agreement transfers, or creates an obligation to transfer, any Intellectual Property Right from one party to the other.

10. DATA PROTECTION

- 10.1. The Customer and the Supplier acknowledge that for the purposes of the Data Protection Legislation:

10.1.1. the Customer is a data controller, and the Supplier is a data processor of the Customer in respect of Customer Personal Data; and

10.1.2. each party is an independent controller in respect of their own and each other's Business Contact Data.

- 10.2. Both parties shall comply with the provisions of the Data Protection Legislation. The Supplier shall process the Customer Personal Data only in accordance with the Data Protection Legislation and the Customer's documented written instructions from time to time and shall not process the Customer Personal Data for any purposes other than those expressly authorised by the Customer or End User.

- 10.3. The parties shall comply with their respective controller obligations under applicable Data Protection Legislation when processing Business Contact Data and each party shall process Business Contact Data solely for the purposes of performing their respective obligations under the Agreement, including the provision of the Services, or as otherwise required to comply with their respective obligations under Applicable Laws, and only for as long as is necessary for such purposes.

- 10.4. The Supplier shall notify the Customer immediately upon receiving a request or instruction that the Supplier reasonably believes would infringe the provisions of the Data Protection Legislation. The Supplier shall comply with its obligations contained in Schedule 3.

- 10.5. The Supplier shall take all reasonable steps to ensure the integrity and reliability of all its employees who have access to the Customer Personal Data and shall ensure that such employees are bound by agreements of confidentiality on comparable terms to those contained within this Agreement and must keep the Customer Personal Data confidential.

- 10.6. The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it has in place and shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of Customer Personal Data and against the accidental loss

or destruction of, or damage to, Customer Personal Data to ensure a level of security appropriate to:

- 10.6.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - 10.6.2. the nature of the data to be protected.
- 10.7. The Customer warrants to the Supplier that it has a lawful basis under the Data Protection Legislation to enable the processing of Customer Personal Data by the Supplier for the purposes of the Agreement and all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of this Agreement, so that the Supplier may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement on the Customer's behalf. The Supplier will not be liable for any claim brought by a data subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from a breach of such warranty or (without prejudice to clause 10.4) any instructions given by the Customer or End User.
- 10.8. The Supplier will not transfer Customer Personal Data processed by the Supplier to a third country or international organisation located both outside the United Kingdom and European Economic Area ("EEA"), without the prior written consent of the Customer and, where the Customer consents to such transfer, the Supplier will:
- 10.8.1. comply with the obligations set out in the Data Protection Legislation by ensuring that the third country or international organisation to which the Customer Personal Data is transferred ensures an adequate level of protection for such Customer Personal Data, or that appropriate safeguards for such Customer Personal Data are provided for, in either case, as permitted by the Data Protection Legislation; and
 - 10.8.2. notwithstanding sub-clause 10.7.1 above, comply with any reasonable instructions notified to it by the Customer and, upon the Customer's request, the Supplier will enter into an agreement with the Customer on standard contractual clauses as approved by law from time to time, with annexes in such form as the Customer reasonably requires, to enable such transfer or under the UK International Data Transfer Agreement.
- 10.9. The Supplier shall allow for periodic audits of its data processing activity by the Customer or, subject to clause 11.3, the Customer's designated auditor.

- 10.10. The provisions of Schedule 3 set out the scope, nature and purpose of processing by the Supplier, the duration of the processing, the types of Customer Personal Data and categories of data subject.
- 10.11. The Supplier may authorise those third-party subcontractors identified in Schedule 3 (the “**sub-processors**”) or after the Start Date by notice in writing in accordance with this clause 10, to process Customer Personal Data provided always that the Supplier gives the Customer at least 20 Business Days’ prior written notice of any change or addition to the list of sub-processors, giving the Customer opportunity to object to such changes or additions.
- 10.12. The Supplier confirms that it has entered or (as the case may be) will enter with the sub-processors into a written agreement incorporating terms which are substantially like those set out in this clause 10 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any sub-processors appointed by it.
- 10.13. The Supplier shall:
 - 10.13.1. assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 10.13.2. provide the Customer with such reasonable assistance to allow data subjects to exercise their rights including, but not limited to, providing relevant information upon being notified by the Customer of the receipt of a subject access request; and
 - 10.13.3. maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for and contribute to audits, including inspections, by the Customer or the Customer's designated auditor to verify such compliance.
- 10.14. The Supplier shall notify the Customer within 12 hours of becoming aware of a data breach and adhere to the process set out in Schedule 3.
- 10.15. Within 5 Business Days of termination of this Agreement, the Supplier shall delete or, at the Customer’s request return, all Customer Personal Data in accordance with clause 16.3.

- 10.16. The Supplier shall ensure that in the event of its insolvency, or where it resolves to enter into a voluntary liquidation (other than a voluntary winding up for the purposes or a reconstruction of its affairs), presents or has presented against itself a winding up petition, is dissolved, comes to a compromise or arrangement with its creditors, has a liquidator, administrator, receiver or administrative receiver or other encumbrancer appointed to, or security enforced over, the whole or any part of its assets or property, has an administration order made in respect of it or becomes unable or admits its inability to pay its debts as they fall due or suffers any event analogous to any of the above in any jurisdiction, it shall as soon as reasonably practicable (at the Customer's election) make available or return to the Customer all Customer Personal Data in its possession or control (including any Customer Personal Data sub-contracted to, or held by, a sub-processor). The Customer acknowledges and agrees that the Supplier shall be entitled to charge fees for such support and that it shall reimburse the Supplier for reasonable expenses.

11. AUDIT RIGHTS

- 11.1. The Supplier shall keep full and accurate records relating to its provision of the Services.
- 11.2. PROVIDED THAT any auditor is not a competitor of the Supplier, the Supplier shall allow the Customer and any auditors of the Customer, on reasonable notice during normal business hours and at its own expense, to audit the Supplier once annually to assess the Supplier's compliance with this Agreement.
- 11.3. All Customer auditors, whilst on the Supplier's premises, shall comply with all reasonable instructions and requirements of the Supplier and the Customer shall in good time, confirm the identity of all visiting auditors and the Supplier reserves the right to prevent the entry of any of them with reasonable cause, particularly if they are representatives of a competitor.
- 11.4. The Supplier will allow the Customer's auditors access to such staff, records and documentation as the Customer reasonably requires to comply with this clause 11.

12. INDEMNITIES AND LIABILITY

- 12.1. Nothing in this Agreement shall limit or exclude either party's liability for:
- 12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - 12.1.2. fraud or fraudulent misrepresentation.

- 12.2. Subject to clause 12.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits whether arising directly or indirectly, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill or any indirect or consequential loss.
- 12.3. Subject to clause 12.1 and 12.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Agreement within any contract year, shall:
- 12.3.1. in respect of any liability howsoever arising pursuant to or in connection with the Supplier's obligations in respect of Data Protection Legislation (including but not limited to those referred to in Clause 11) be limited to 150% (one hundred and fifty percent) of the total Charges paid (or (in the first year of this Agreement) estimated to be paid) under this Agreement in the 12-month period immediately preceding the event giving rise to such liability; and
- 12.3.2. in respect of any other liability be limited to the greater of £500,000 (five hundred thousand pounds) and 150% (one hundred and fifty percent) of the total Charges paid (or (in the first year of this Agreement) estimated to be paid) under this Agreement in the 12-month period immediately preceding the event giving rise to such liability.
- 12.4. Subject to clause 12.1 and 12.2, the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Agreement within any contract year, shall be limited to 150% (one hundred and fifty percent) of the total Charges paid (or (in the first year of this Agreement) estimated to be paid) under this Agreement in the 12-month period immediately preceding the event giving rise to such liability.
- 12.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 12.6. This clause 12 shall survive termination of this Agreement.

13. INSURANCE

- 13.1. The Supplier shall take out and maintain during the Term and for a period of six years following termination of this Agreement, the following minimum levels of insurance:
- 13.1.1. public liability insurance up to a limit of £5 million;
 - 13.1.2. employer's liability up to a limit of £10 million;
 - 13.1.3. cyber insurance up to a limit of £1 million; and
 - 13.1.4. professional indemnity insurance up to a limit of £5 million.
- 13.2. The Supplier shall, if requested to do so, provide copies of certificates of insurance and evidence of payment of premiums to the Customer in respect of each insurance.

14. COMPLIANCE WITH LAWS AND REGULATIONS

- 14.1. The Supplier shall in performing its obligations under this Agreement comply with:
- 14.1.1. all applicable laws from time to time in force; and
 - 14.1.2. the Minimum Standards.
- 14.2. The parties do not anticipate that on termination of this Agreement the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**Regulations**) shall apply.
- 14.3. Notwithstanding clause 14.2, the Supplier shall indemnify the Customer and its Group Companies both for itself and any other party chosen by the Customer to take over the provision of all or part of the Services (each the "**Indemnified**") against all direct losses and reasonable professional costs and expenses the Indemnified suffer or incur as a result of any employment related claim made against the Indemnified by a third party by virtue of an alleged breach of those Regulations including but not limited to any statutory or contractual redundancy payment, any compensation or damages which the Indemnified are obliged to pay to any person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages relating to or in connection with the application of those Regulations to the employment of any person employed by the Supplier transferring to the Indemnified.

- 14.4. The Supplier shall always take all such precautions as are necessary to protect the health and safety of all persons employed by it and shall comply with the requirements of the Health and Safety at Work etc. Act 1974.
- 14.5. The parties shall perform their obligations under this Agreement in accordance with the provisions of the Equality Act 2010 and take all necessary steps, to prevent unlawful discrimination within their respective organisations.
- 14.6. The Supplier shall comply and shall procure that its employees and subcontractors comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010.
- 14.7. The Supplier shall and shall ensure that its employees and subcontractors shall:
- 14.7.1. comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including, but not limited to, the Modern Slavery Act 2015;
 - 14.7.2. 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,
- and the Supplier shall notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking which has a connection with this Agreement.
- 14.8. The Supplier represents and warrants that at the date of this agreement it is not nor has been convicted of any offence involving slavery and human trafficking.

15. TERM AND TERMINATION

- 15.1. This Agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Start Date and shall be automatically renewed for successive periods of 12 months unless:
- 15.1.1. either party gives the other party 90 days' written notice; or
 - 15.1.2. otherwise terminated in accordance with the provisions of this Agreement.
- 15.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 15.2.1. subject to clause 6.7, the other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- 15.2.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 15.2.3. other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

16. CONSEQUENCES OF TERMINATION

- 16.1. On termination or expiry of this Agreement, the Customer shall in accordance with clause 6 pay to the Supplier all of the Supplier's outstanding, undisputed, unpaid invoices and any interest and, in respect of Services and associated Deliverables supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer in accordance with clause 6.
- 16.2. On receipt of notice of termination:
 - 16.2.1. the licences granted pursuant to clause 9 shall be revoked;
 - 16.2.2. at the request of the Customer, the parties will work in good faith to ensure transfer of the provision of the Services.
- 16.3. On termination or expiry of this Agreement, the Customer and the Supplier shall, within 5 Business Days, return or deliver to the other all documentation and other material in its possession or under its control which contain Confidential Information of the other; or at the direction of either the Customer or Supplier (as the case may be), to the extent technically practicable destroy such documentation or other material and certify that the destruction has taken place (at each party's respective cost).

- 16.4. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- 16.5. Any provision of this Agreement that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

17. DISPUTE RESOLUTION AND COMPLAINTS

- 17.1. Where there is a dispute, the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A senior representative of each of the parties shall meet in person or communicate by telephone within 5 Business Days of the date of the written notification to reach an agreement about the nature of the dispute and the corrective action to be taken by the respective parties.
- 17.2. Should the meeting outlined in clause 17.1 not happen within the specified periods, or should such forum not be able to resolve the matter, then the matter shall be referred to an independent expert agreed between the parties (or, failing such agreement, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales) acting as expert and not as arbitrator.
- 17.3. For the avoidance of doubt, this clause 17 shall not prevent either party from:
- 17.3.1. seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of a party's Intellectual Property Rights; or
 - 17.3.2. providing the parties have attempted resolution in accordance with clause 17.1, seeking other redress through the courts.

18. CHANGE CONTROL

- 18.1. If either party wishes to materially change the quality of the Deliverables or scope or execution of the Services, it shall submit details of the requested change to the other party in writing (**Change Request**).
- 18.2. If the Supplier originates a Change Request, it shall provide, with the Change Request, written details of the impact which the proposed change will have on:

- 18.2.1. the Deliverables and Services;
- 18.2.2. the Charges;
- 18.2.3. the existing timetable of the Services;
- 18.2.4. any of the terms of this Agreement; and
- 18.2.5. any relevant Order.
- 18.3. If the Supplier submits a Change Request to comply with any applicable law, or safety requirements and such changes do not materially affect the nature of the Deliverables or scope of the Services, the existing timetable of the Services or the charges, the Customer shall not unreasonably withhold or delay consent to it.
- 18.4. If the Customer originates a Change Request, the Supplier shall provide to the Customer, within 5 Business Days of receiving the Change Request, a written estimate setting out:
 - 18.4.1. the time required to implement the proposed change;
 - 18.4.2. details of the impact which the proposed change will have on:
 - 18.4.2.1. the Deliverables and Services;
 - 18.4.2.2. the Charges;
 - 18.4.2.3. any additional IT development work which will incur a charge;
 - 18.4.2.4. the timetable of the Services;
 - 18.4.2.5. any of the terms of this Agreement; and
 - 18.4.2.6. any relevant Order.
- 18.5. Unless both parties consent to a Change Request, there shall be no change to the Services and any other terms of this Agreement and any relevant Order.
- 18.6. If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties.
- 18.7. If either party is unwilling to accept a Change Request suggested by the other (or any term of any proposed Change Request), then the other party may require the disagreement to be dealt with in accordance with clause 17 (Dispute Resolution).
- 18.8. The Supplier shall not be entitled to charge for the time spent on dealing with any Change Requests (whether originated by it or the Customer).

- 18.9. The Customer shall not be bound to accept or pay for any unauthorised changes to the Agreement.
- 18.10. For the avoidance of doubt, subject to clause 3.1.2, Minor Alterations shall not be required to follow the procedure in this clause 18.

19. GENERAL

- 19.1. Save as set out below, neither party may assign or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. The Customer may assign or novate this Agreement to any of its Group Companies.
- 19.2. Subject to clause 10.11, the Supplier shall not sub-contract any of its other obligations without the written consent of the Customer, such consent may not be unreasonably withheld or delayed.
- 19.3. Provided that this clause 19.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution any notice or other communication given to a party:
 - 19.3.1. shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service to the address specified in the Agreement Summary; and
 - 19.3.2. shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 19.4. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19.4 shall not affect the validity and enforceability of the rest of this Agreement.
- 19.5. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

- 19.6. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 19.7. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.8. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter any commitments for or on behalf of the other party.
- 19.9. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, save as expressly stated herein.
- 19.10. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any third party to enforce any term of this Agreement.
- 19.11. Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 19.12. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 19.13. This agreement may be signed by way of electronic signature, as defined in section 7 (2) of the Electronic Communications Act 2000.
- 19.14. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 19.15. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 19.16. 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 Agreement or its subject matter or formation.

SIGNED by the parties on the date on page 1.

Signed By:	JON MARSH
For and on Behalf of:	CFH DOCMAIL LTD
Signature:	

Signed By:	[INSERT NAME]
For and on Behalf of:	[INSERT]
Signature:	

SCHEDULE 1 (CHARGES)

Predicted Volumes =

SCHEDULE 2 – SPECIFIC DOCMAIL TERMS

1. DEFINITIONS

In addition to the defined terms contained in Clause 0 of the Agreement, for the purpose of this Schedule 2 the following terms shall have the meanings set out below.

Data	means all data including, but not limited to, Customer Personal Data controlled or processed by the parties, whether in tangible or electronic form and whether maintained or displayed in a database or otherwise.
Device	Any Customer computer, laptop, mobile or tablet used to Order the Docmail Services.
Docmail Services	the hybrid mail services provided by us via the Supplier's Docmail® platform.
Dotpost Account	means the subscription services provided by the Supplier, for the deposit of Digital Material into a recipient's account.
Electronic Files	means any text, illustration, Data or other information supplied by the Customer.
Initial Assessment	means the initial assessment of a Support Query undertaken by the Support Providers as set out below, advising you of further actions, and estimated timescales of those actions, required to resolve a Support Query.
Manual	the electronic user manual for the Software.
Software	the Docmail® software, the data supplied with the software and all associated media used to provide the Docmail Services.
Support Providers	means the Supplier's employees, workers, contractors or other associates employed or otherwise engaged by the Supplier to respond to Support Queries and provide the standard customer support services.
Support Hours	means the hours of 09:00 to 17:30 on any Business Day.

Support Query	means a written query or enquiry received from the Customer via email during the Support Hours.
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2. THE DOCMAIL SERVICES

- 2.1. The Supplier shall provide the Customer with Docmail Services in accordance with the Agreement, this Specification and Service Levels and our Data Processing Agreement.
- 2.2. Electronic Files are to be sent by the Customer to the Supplier via one of the Order Methods and then processed by the Supplier in accordance with the Customer's lawful and reasonable instructions.
- 2.3. In accordance with the Proofs made available to the Customer for approval via the Customer's Docmail® account and in accordance with the timescales and service levels referred to below the Supplier will either:
 - 2.3.1. produce and dispatch Printed Materials to be sent to the recipient via postal carrier; or
 - 2.3.2. if the Customer is using our Dotpost services, deposit Digital Materials into a recipient's Dotpost Account; or
 - 2.3.3. send to the recipient via our SMS carrier.
- 2.4. The Supplier shall provide print and paper quality appropriate to the purpose for which the Customer is using the Docmail Service, unless agreed otherwise in writing.
- 2.5. The Supplier shall not knowingly introduce and shall take all reasonable steps to prevent the introduction of any virus into the Customer's Device and/or network and information or operating systems or software in connection with the provision the Docmail Services or otherwise.

3. IT SUPPORT & SERVICE LEVELS

- 3.1. The Supplier shall, as part of the Docmail Services provide the Customer with our standard customer support services during the Support Hours in accordance with

our support policy in effect at the time that the Docmail Services are provided. The Supplier may amend its support policy at its discretion at any time.

- 3.2. The Supplier shall procure that the Support Providers endeavour to include within the Initial Assessment a timescale for either further analysis or resolution of the Support Query. The Initial Assessment timescale shall be an estimate only and we will use reasonable endeavours to procure that the Support Providers adhere to those timescales. The Customer acknowledges that we are not bound by the timescales given in the Initial Assessment.
- 3.3. The Supplier shall be liable for the acts and omissions of the Support Providers as though they were its own acts and omissions.

4. USING THE API

- 4.1. If the Customer wishes to use the API, it must adhere to the Supplier's "**API Fair Usage Terms**", which can be found at <http://www.docmail.co.uk/tob.html>.
- 4.2. Subject to adhering to the API Fair Usage Terms, the Customer may make full use of the API for the purposes of the use and receipt of the Docmail Services.
- 4.3. Both parties acknowledge and agree that any build, coding and/or writing to and proposed use of the API ("**Solution**") proposed by the Customer shall be subject to completion by the Customer of the Supplier's API Access Questionnaire, reviewed and approved by the Supplier as being acceptable and in accordance with the Supplier's API Fair Usage Terms, before the Customer commences work.
- 4.4. In the event that, after the Customer starts receiving Docmail Services, the Solution, is deemed by the Supplier (at all times acting reasonably) not to be in accordance with the API Fair Usage Terms or that it has a detrimental effect on the Supplier's platform, the Supplier reserves the right to suspend the Solution's access to the Docmail Services on immediate notice (identifying the relevant issues with the Solution) an "**API Notice**" until such time as the issues identified in that API Notice are resolved to the Supplier's reasonable satisfaction.

5. LICENSE AND UPDATES

- 5.1 The Supplier grants the Customer a non-transferable, non-exclusive licence to

access the Docmail[®] service and the associated Print Driver. The Supplier reserves all other rights.

5.2 The Customer may:

5.2.1 download the Software and access, view, use and display the Software on a Device or through our website for its purposes only; and

5.2.2 use the Manual for the purpose of using or downloading the Software only.

5.3 The Customer agrees:

5.3.3 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Manual;

5.3.4 not to make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

5.3.5 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

5.3.5.1. is used only for the purpose of achieving inter-operability of the Software with another software program;

5.3.5.2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

5.3.5.3. is not used to create any software that is substantially similar to the Software;

5.3.6. not make copies of the Software; and

5.3.7. not provide or otherwise make available object or source code in the Software, in any form to any person without prior written consent from the Supplier.

- 5.4. In using the Software Customer information may be cached and stored in encrypted form on a Device.
- 5.5. The Customer acknowledges that the Supplier shall have the right to introduce new versions of the Docmail Service at any time and without providing notice in advance.
- 5.6. The Supplier shall always ensure that it has all necessary rights in and to the Software, and any third-party software and its intellectual property rights, or any other materials made available by it to the Customer and which are used to perform its obligations to the Customer.
- 5.7. The Supplier may, from time to time, introduce changes to the API. Any such changes shall be subject to rigorous testing prior to “go-live” and the Supplier shall (and at no additional cost) provide to the Customer:
 - 5.7.1. reasonable notice of any such changes to enable the Customer to assess the impact of those changes to its API link; and
 - 5.7.2. such assistance as is reasonable, in all the circumstances, to enable the Customer to continue its use of the API link; and
 - 5.7.3. continued support for the changed version of the API.
- 5.8. The Supplier shall always provide such reasonable co-operation and information in relation to the Docmail Services to such of the Customer’s other suppliers for the purposes of enabling any such supplier to create and maintain any interfaces that the Customer may reasonably require.

6. INTELLECTUAL PROPERTY

The Customer acknowledges that all intellectual property rights in the Software and the Manual anywhere in the world belong to the Supplier or its licensors, that rights to use the Software are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, the Software and the Manual other than the right to use each of them to order Docmail Services.

7. SMS MESSAGING (IF USED)

- 7.1. A single text message is limited to how many characters can be sent. Should the Customer's message be greater than this, an additional text will be created and sent.
- 7.2. For any one message, the Customer may send up to 6 single text messages. Each single text message will be charged at the full text message rate, regardless of how many characters are used in each.
- 7.3. The Customer must proof read and approve any text message before it can proceed to payment.
- 7.4. Text messages may only be sent to UK mobile numbers.
- 7.5. All text recipient mobile numbers will be checked to ensure that they are valid UK mobile numbers. Any mobile numbers that are not valid UK mobile numbers will not be processed and text messages will not be sent to those numbers. In this case, the Customer will receive an error message.
- 7.6. The Customer will not be charged for any invalid UK mobile numbers.

8. DISPATCH TIMES (PRINTED MATERIAL, DIGITAL MATERIAL AND SMS)

Printed Material

- 8.1. The Supplier will endeavour to dispatch all Printed Materials in line with the information provided by you via your chosen Order Method.
- 8.2. The Customer may choose the postal option when it places an order.
- 8.3. The Supplier shall use all reasonable endeavours to meet any dispatch dates, but any such dates shall be estimates only and time shall not be of the essence for such performance.
- 8.4. Once the Supplier has handed mail items over to its carrier it can no longer have any control over those items and the Supplier cannot accept responsibility for late delivery caused by its carriers' delays.

Digital Materials (if used)

- 8.5. These will be sent to the recipient's Dotpost Account either in accordance with the Customer's chosen dispatch date after the Order has been completed. We cannot

guarantee that the recipient will read any Digital Materials that are sent to a recipient's Dotpost Account.

SMS (if used)

- 8.6. Once an Order has been paid for, the Supplier will normally upload the SMS message to the telecommunications carrier immediately. Once text messages are uploaded to the Supplier's telecommunications provider's network, the Supplier no longer has any control over their delivery which will be dependent on the availability of their network.
- 8.7. The Customer can access the expected send date via its chosen Order Method.
- 8.8. In the event that the Customer's message cannot or has not been sent, the Supplier will let the Customer know as soon as possible.

9. OUR MINIMUM SECURITY REQUIREMENTS

- 9.1. Any area where the Data and/or any Printed Materials or Digital Materials are stored or processed will be physically controlled in order to prevent access by unauthorised persons.
- 9.2. The Supplier shall conform with the minimum physical security requirements, set out below:
 - 9.2.1. appropriate locks or other physical controls shall be fitted to the doors and windows of rooms where the Data and/or any Printed Materials are kept. Access to those areas must be recorded and relevant access logs audited from time to time;
 - 9.2.2. access to premises and/or specific business areas shall be controlled to ensure that all employees have only minimum appropriate access for their respective roles. Lists of employees who are granted access to premises and/or specific areas must be kept up-to-date and must be reviewed periodically;

- 9.2.3. employees shall have access only to the information they need to perform their roles. Access rights shall be promptly updated should employees change roles within our organisation or leave our employment. Any security access codes known to those employees will be changed, and any tokens or swipe cards used to gain access to any information systems shall be recovered and disabled.
- 9.3. The Supplier shall ensure that it processes all Data in accordance with the applicable Data Protection Legislation and its Privacy Policy.
- 9.4. To the extent permitted by law, the Supplier will perform appropriate referencing checks on all new employees to ensure that they have not lied to or mislead us about their background, experience or qualifications.
- 9.5. The Supplier will ensure that all employees have read and understood the relevant information security policies and adhere to any relevant standard operating procedures. In addition, the Supplier will ensure employees know where to find details of the information security standards and standard operating procedures relevant to their role and responsibilities.
- 9.6. The Supplier shall ensure that penetration and vulnerability tests are carried out by a third party annually and within a reasonable time, rectify any material findings of any such penetration and vulnerability tests.

SCHEDULE 3 – (DATA PROCESSING PARTICULARS)

Description	Details
Subject matter of the processing	The Supplier acts as data processor on behalf of the Customer (as data controller) to process, print and dispatch communication to the Controller's Data Subjects.
Duration of the processing	Customer Personal Data is only processed for the period required to complete the processing activities.
Nature and purposes of the processing	The nature of processing conducted by the Processor includes the collection, recording, organisation, structuring, storage, development, testing, retrieval, use, disclosure by transmission or post, dissemination or otherwise making available, erasure or destruction of Customer Personal Data. For the avoidance of doubt, the Supplier will never adapt or alter the Customer Personal Data.
Type of Customer Personal Data	[To be completed by Customer] <i>[Examples include: name, address, date of birth, emergency contact, NI number, telephone number, salary, health, religion, ethnicity, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, website users etc]</i>
Data Retention	30 days from end of contract or processing whichever is the sooner, unless otherwise agreed with the Customer.

ICO registration numbers of both parties:

- Processor: Z5722574.
- Customer: [CUSTOMER TO INSERT]

Name of Data Protection Officer of both parties:

- Processor: Emma Oatley, Data Protection Officer.
- Customer: [CUSTOMER TO INSERT]

Approved Subcontractors

Organisation	Purpose
Other companies in the CFH Docmail Ltd. group of companies	The provision of Services and as an integral part of the Disaster Recovery and Business Continuity Plan.
Bulk SMS Messaging Limited (T/A Voodoo SMS)	The Supplier's SMS carrier (if used).

SCHEDULE 4 – SERVICE LEVELS AND SERVICE CREDITS

1. OBJECTIVES

1.1. The objectives of this Schedule are:

- 1.1.1. to ensure that the Services defined within this Agreement are delivered as described, or as varied under clause 18 (Change Control) from time to time;
- 1.1.2. to ensure that regular Service Level reporting is undertaken by the Supplier and to review and agree this reporting; and
- 1.1.3. to facilitate delivery of the Agreement objectives through a clear understanding of the cultures and objectives of the parties and the ability to apply commercial considerations and techniques.

1.2. The sections below detail the key activities that will be undertaken. The significance of the detailed tasks may vary over the Term.

2. SUPPLIER'S ROLES AND RESPONSIBILITIES

2.1. The roles and responsibilities within the Supplier's organisation specific to the performance of the Services are described below. One person may perform more than one of these roles and more than one person may perform each of them.

2.2. The Supplier Representative will be responsible for the overall performance of the Services and Service Levels to the Customer. In particular, the Supplier Representative will be responsible for:

- 2.2.1. the maintenance of Service Levels;
- 2.2.2. the provision of quarterly Service Level reports in a format agreed with the Customer;
- 2.2.3. briefing the attendees at regular scheduled meetings (at a frequency to be agreed);
- 2.2.4. facilitating joint quality initiatives with the Customer;
- 2.2.5. the day-to-day performance of the Services and Service Levels.

2.3. The Supplier Representative will be responsible for the provision of advice and guidance in relation to incidents and enquiries that are to be dealt with in accordance with procedures agreed by the parties at an operational level.

2.4. The Supplier shall be liable for the acts and omissions of the Supplier Representative as though they were the acts and omissions of the Supplier.

3. THE CUSTOMER'S ROLES AND RESPONSIBILITIES

3.1. The Customer Representative will be responsible for the day-to-day liaison with the Supplier. The Customer Representative will provide the first point of contact for the Supplier and will be responsible for:

- 3.1.1. monitoring reported Service Levels;
- 3.1.2. receipt and analysis of the Supplier's quarterly service reports;
- 3.1.3. attending, and briefing attendees at, the meetings referred to in paragraph 2.2.3; and
- 3.1.4. facilitating joint quality initiatives with the Supplier.

3.2. The Customer shall be liable for the acts and omissions of the Customer Representative as though they were the acts and omissions of the Customer.

4. MONITORING

4.1.1. The Supplier shall produce a monthly Service Level report within seven (7) Business Days of the end of each quarter, unless agreed otherwise in writing by the Customer.

4.1.2. The Service Level report will contain a sufficient level of information and be in a form approved by the Customer to allow the Customer to monitor the achievement of Services and Service Levels.

5. SERVICE LEVELS AND SERVICE CREDITS

For the purposes of this Agreement, the Service Levels and Service Credits are as set out below:

Service Level #	Metric	Description	How Measured	Target	Minimum Service Level	Service Credit (or other Remedy)
1	Support Queries	The Supplier is to procure the response times agreed with the Customer in	Email timings	98%	95%	Action plan to be provided and implemented to remedy the service failure

		writing as required.				as soon as reasonably practicable at the sole expense of the Supplier.
2	Production and Dispatch Timeframe	The Supplier is to procure Timeframes for the production and dispatch of mail pieces in accordance with each Order.	Quarterly reporting data to be provided by the Supplier to the Customer	98%	95%	If Supplier fails to achieve the Minimum Service Level 6 times or more in quarter, a 10% service credit of the affected Orders will be applied.
3	Finishing Quality	% of times print jobs rejected for not matching the agreed finishing specification	Customer to undertake test print on a monthly basis.	N/A	N/A	Any Deliverables the parties agree are not finished to the agreed specification shall be reproduced at the sole cost of the Supplier.
4	Commercial Information	Provision of reporting on print services pursuant to the Specification.	Receipt by Customer	98%	95%	Action plan to be provided and implemented to remedy the service failure as soon as

						reasonably practicable at the sole expense of the Supplier. Such action plan shall include mitigation against future service failures.
5	Complaints	Complaints to be escalated and resolved as per agreed procedure with no complaint left unresolved for more than 5 Business Days from the point at which it was recorded	Monitored by Customer	98%	95%	Action plan to be provided and implemented to remedy the service failure as soon as reasonably practicable at the sole expense of the Supplier. Such action plan shall include mitigation against future service failures.
6	Invoices presented correctly	% of time that invoices are presented in agreed format.	To ensure invoices are presented in the agreed format.	98%	95%	Provided that the Customer notifies the Supplier of the incorrect invoice, the invoice shall not be payable until

						a correctly presented invoice is received.
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