



Jaama: Key2 Fleet Management System Terms and Conditions

G-Cloud 15

Framework reference: RM1557.15



Introduction

This document contains a consolidated set of Jaama various Terms and Conditions, covering our range of services and solutions available through G-Cloud, and our customer SLA.

Contents:

- [Terms and Conditions](#)
- [Maintenance and Support Agreement](#)
- [Licence Agreement](#)
- [Hosting Agreement](#)
- [DECS Agreement](#) (related to our licensing checking service)
- Schedule 1 - [Customer Service Level Agreement \(SLA\)](#)

We welcome any opportunity to clarify any questions relating to these terms and thank you for considering Jaama for your fleet management requirements.



Terms and conditions

THIS AGREEMENT RELATES TO THE PROVISION AND ONGOING USE OF SOFTWARE AND SETS OUT TERMS AND CONDITIONS UPON WHICH JAAMA SHALL GRANT A SOFTWARE LICENCE AND PROVIDE HOSTING, MAINTENANCE AND SUPPORT SERVICES.

1. INTERPRETATION

In this agreement, unless otherwise stated:

- (a) a reference to any agreement, quotation or document shall be to that agreement, quotation or document;
- (b) a reference to “writing” shall include any recorded form including physical and digital form and electronic mail;
- (c) a reference to any gender shall include every gender;
- (d) a reference to the singular shall include the plural and vice versa;
- (e) a reference to any statute or legislation shall include any amendments to that legislation from time to time, and any replacements of that legislation from time to time; and
- (f) In the event of any conflict between the provisions of any of the documents within this Agreement, the following order of precedence shall apply:
 - 1. These terms
 - 2. Maintenance Agreement
 - 3. The Licence Agreement
 - 4. Hosting Agreement
 - 5. DECS Agreement

2. DEFINITIONS

“**Agreement**” means this agreement which constitutes the entire and sole agreement between the parties incorporating:

- (a) these terms;
- (b) the “**Licence Agreement**” and the “**Maintenance Agreement**”;
- (c) the “**Hosting Agreement**” and the “**DECS Agreement**” (where applicable);
- (d) any Quotations accepted in writing by the Customer prior to this Agreement or during this Agreement.

“**Charges**” means all costs, fees, charges and recurring software charges or licence fees by reference to the Pricing Schedule, and expenses (including reasonable travel and subsistence expenses); relating to the provision of goods and services by Jaama to the Customer;

“**Commencement Date**” means the date this Agreement is signed by the Customer and Jaama;

“**Customer**” means the entity entering into this Agreement and its respective directors, employees, representatives and agents;



“DECS Agreement” means the agreement for the Drivers’ Entitlement Checking Service (as defined by the DVLA) and provided by Jaama.

“Defect” means Software errors, faults, bugs, problems, failure, an unplanned interruption to any Software or an IT service, or reduction in the quality of an IT service, being provided by Jaama under this Agreement. Specifically, in the context of this Agreement, it means any incident, issue, problem or malfunction with use of the Software such that it cannot be used by the Customer in conformance with the Specification;

“Go Live Date” means the date the Customer confirms in writing that the Software meets the Specification as set out in this Agreement;

“Good Industry Practice” means use of the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading provider of information technology services in the UK;

“Jaama” means Jaama Limited (Company No: 05186026) whose registered office is at Two Lichfield South Wall Island, Birmingham Road, Lichfield, England, WS14 0QP;

“Licence” means the agreement enabling the Customer to use the Software the terms of which are set out in the Licence Agreement;

“Maintenance Services” means the maintenance and support services provided to the Customer by Jaama for the Software, the terms of which are set out in the Maintenance Agreement or the SLA;

“Materials” includes any information, property, data, manuals, documentation, specifications or materials of any kind and in whatever form;

“Pricing Schedule” means the relevant pricing schedule produced by Jaama;

“SLA” means the service level agreement with Jaama as produced by Jaama and as set out in Schedule One;

“Software” means any software supplied by Jaama to the Customer including but not limited to standard software applications, bespoke software, software modifications, and Upgrades;

“Specification” means the order form, documentation or Materials which describes the design and functionality of the Software;

“Third Party Software” means software used by the Customer which is not supplied to it by Jaama;

“Quotation” refers to a document which Jaama issues to the Customer upon request which specifies rates as contained in the Pricing Schedule and other terms for the provision of goods and services including but not limited to Software; and

“Upgrades” means Software error corrections, fixes, new versions, service packs, patch packs, modifications or enhancements to the Software.

3. EFFECTIVE PERIOD

This Agreement shall commence on the Commencement Date and it shall continue in perpetuity until such time as it is terminated.

This Agreement grants the Customer a non-exclusive non-transferable Licence which shall exist until such time as it is terminated.

4. UNDERTAKINGS

Subject always to the Customer’s proper observance of its obligations set out in this Agreement, for the duration of this Agreement:



- (a) Jaama shall grant a Licence to allow the continued use of the Software by the Customer;
- (b) Jaama shall use their reasonable endeavours to recruit staff in accordance with Good Industry Practice;
- (c) provide the Customer with Maintenance Services; and
- (d) any Software supplied including Software supplied prior to the Commencement Date will be covered by this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

The Software supplied by Jaama is not sold and the right to use it is licensed to the Customer in accordance with this Agreement. Copyright, patents and other intellectual property rights to the Software are and shall remain the sole property of Jaama. No title or rights of ownership has been, or shall be transferred to the Customer.

Jaama hereby warrants that it has the necessary right and title to grant the Customer a Licence and that to the best of its knowledge the provision of Software under this Agreement does not infringe the rights of any third party. Jaama shall maintain and observe all of the necessary licences, rights and titles necessary in order for it to provide the Software to the Customer.

Jaama undertakes that it has not copied and shall not knowingly copy any design or Materials of any third party and it reserves the right at its own expense to modify and issue a copy of any modified version of Software that may be required through notification of an alleged infringement.

Jaama undertakes that subject always to the Customer's proper observance of its obligations set out in this Agreement, it shall indemnify the Customer and hold the Customer harmless from and against all actions and claims arising from infringement or alleged infringement of any intellectual property rights by Jaama providing that:

- (a) such liability does not arise as a result of the Customer failing to use the Software in accordance with the terms set out in this Agreement;
- (b) the Customer promptly notifies Jaama of any claim, demand or action brought against them or in the opinion of the Customer is likely to be made;
- (c) the Customer agrees to grant to Jaama exclusive and complete control of any defence of such action;
- (d) the Customer makes no admissions which may be prejudicial to the defence or settlement of any claim, demand or action;
- (e) the Customer complies with Jaama's reasonable instructions to cease or suspend use of the Software in order to minimise liability to such third party; and
- (f) Jaama agrees to use its reasonable endeavours to replace any aspect of the Software that is impacted by any infringement with a suitable alternative within reasonable timescales to the Customer at no extra cost, or where this is not feasible that a proportionate reduction is made to the Charges.

Save as set out in Clause 6 of these Terms the foregoing states the entire liability of Jaama and without prior written consent from Jaama it shall not be liable in any circumstances for any costs or expenses incurred by the Customer

6. WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS

6.1 Jaama warrants that from the Go Live Date until 60 days afterwards ("Warranty Period"), the Software delivered or made available will materially conform to the relevant part of the Specification (for the Software required to be delivered) current at the time of initial delivery.



This warranty shall not be construed as meaning that the Software is entirely without bugs or error-free, it being acknowledged that the Customer shall be entitled to receive Maintenance Services for Software bugs and errors); and

6.2 Jaama will, prior to access or delivery, have tested that the Software is free from viruses or other destructive elements using commercially available virus checking software consistent with Good Industry Practice and any media on which any relevant part of the Software is delivered is provided free from Defects during normal use.

6.3 The 60 day Warranty Period re-starts when Jaama has delivered a repair or replacement to the Software under warranty in accordance with this Clause 6; but, other than that, the Warranty Period does not begin again each time there is a release of the Software.

6.4 In the event of breach of warranty of Clause 6.1, the Customer shall give Jaama a reasonable opportunity to repair or replace the Software in a reasonable period at no cost to the Customer so that the Software materially conforms with the Specification.

6.5 In the event that Jaama does not repair or replace the Software in a reasonable period so that the Software materially conforms with the Specification within that period, the Customer shall give Jaama a further reasonable opportunity to repair or replace the Software in a reasonable period at no cost to the Customer so that the Software materially conforms with the Specification.

6.6 In the event that Jaama does not repair or replace the same Software in a reasonable period for the second time, Jaama shall at the Customer's option:

- a) have further opportunities to repair or replace the same Software in a reasonable period at no cost to the Customer so that the Software materially conforms with the Specification; or
- b) subject to the Customer returning to Jaama or destroying all copies of the relevant module of the Software, refund any of the Charges paid in respect of the relevant module of the Software; or
- c) subject to the Customer returning to Jaama or destroying all copies of the relevant version of the module of the Software, revert to the immediately previous version of the Software and ensure that the immediately previous version works to the reasonable satisfaction of the Customer (and during the warranty period Jaama shall keep available that immediately previous version in case this option will apply).

6.7 In the circumstances described in Clauses 6.4 and 6.5, and if Customer exercises its option under Clause 6.6(a), in each case the Warranty Period begins again in accordance with Clause 6.1 and the Customer may continue to avail itself of its options under Clauses 6.4 and 6.5 and Clause 6.6.

6.8 Jaama's provision of the remedies under Clauses 6.4 to 6.6 shall be conditional on the Customer informing Jaama in writing with reasonable details of the breach of warranty within a reasonable time upon becoming aware of the problem (and in any event within 10 Business Days of the date of discovery or the date that it ought reasonably to have discovered the problem) and the Customer providing reasonable information, assistance and co-operation with Jaama to resolve the Incident, including reasonable information to enable Jaama to recreate the Defect or fault.

6.9 Jaama does not warrant that the functions contained in the Software will meet the requirements of the Customer to the extent that such requirements go beyond those detailed in the Specification (or as otherwise agreed in writing by the Parties).



The Customer acknowledges that:

- (a) it is the Customer's sole responsibility to reasonably determine that the Software meets the needs of its business and that the Software is ready and suitable for operational use in its business before it is so used;
- (b) the Software cannot be tested in advance in every possible operating combination and environment; and
- (c) it is not possible to produce Software which is error free in all circumstances.

6.10 Subject always to the Customer's proper observance of its obligations set out in this Agreement Jaama warrants, undertakes and represents to the Customer that:

- (a) it shall complete its obligations under this Agreement;
- (b) that the Software shall perform substantially in accordance with the Specification and / or Software as defined in this Agreement or in accordance with Jaama's intended design where a Specification does not exist;
- (c) providing the Customer operates on hardware meeting the minimum operating requirements officially available from Jaama from time to time and has implemented all Upgrades as requested by Jaama it shall correct any Defect in the Software or any subsequent versions of the Software then in use which prevents the Software operating in accordance with the Specification or the intended design; and
- (d) the provision of the Software shall not cause any interruption or interference with any Third Party Software and should the Software cause such interruption or interference Jaama shall, as is deemed necessary, remedy the problem by:
 - i. attending the Customer's premises to investigate the problem;
 - ii. issuing the Customer with a modified version of the Software; or
 - iii. giving remedial advice to the Customer.

This constitutes the only warranty provided by Jaama in respect of Software under this Agreement and all implied guarantees and warranties including without limitation any warranty of satisfactory quality or fitness for a particular purpose are expressly disclaimed by Jaama.

6.10 The Customer agrees and warrants not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorised for and impairing the availability, reliability, or quality of service. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorised access.

6.11 The Customer warrants to Jaama that they shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Software in order to build a product or service which competes with the services provided by Jaama; or



- (c) use the Software to provide services to third parties which compete with those provided by Jaama; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except your own authorised users, or
- (e) subject to Clause 2(g) of the Maintenance Agreement, attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Clause 6; or
- (f) introduce or permit the introduction of any virus or vulnerability into the Software or the Jaama's network and information systems.

6.12 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Jaama.

6.13 The rights provided under this Clause 6 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer or third party.

7. LIMITATIONS OF LIABILITY

7.1 Neither party shall be liable to the other party for any indirect, consequential or economic loss arising from any breach of this Agreement.

7.2 Nothing in this Agreement shall exclude or limit:

- (a) either party's liability to the other for death or personal injury resulting from negligence;
- (b) either party's liability to the other for fraudulent misrepresentation; or
- (c) any of either party's other rights permitted by law that cannot be excluded or limited.

7.3 Subject to Clause 6.6(b) and Clause 7.4 of these Terms, and any specific right or remedy expressly set out in this Agreement that provides that the following cap may be exceeded, the total aggregate liability of each party for all causes of action arising in each calendar year under or in connection with this Agreement shall be limited to the total sums paid by the Customer to Jaama.

7.4 Where the liability is arising out of a breach of Clause 5 (Intellectual Property Rights Indemnity), Clause 9 (Data Protection) or Clauses 6.10 to 6.13 (Customer Warranties) the total aggregate liability for each party arising under or in connection within this Agreement shall be increased to five million pounds sterling (£5,000,000.00).

7.5 For the avoidance of doubt, any claim made shall be deemed to deduct the same amount from the total sums paid so that there cannot be an additional claim under this Clause that takes a party's total aggregate liability under or in connection with this Agreement, per calendar year, beyond the five million pounds sterling (£5,000,000.00) cap.

8. INTEGRITY OF DATA

The Customer acknowledges the value and importance of the data held on its computer systems and acknowledges that it shall be solely responsible for:

- (a) instituting and operating all necessary backup procedures to ensure that data integrity can be maintained in the event of loss of data for any reason; and
- (b) running data restoration or recovery procedure in the event of any loss.



9. DATA PROTECTION

Each party agrees that in the performance of its respective obligations under the Agreement, they shall comply with the provisions of the relevant data privacy legislation, including but not limited to the Data Protection Act 2018 and the General Data Protection Regulation (“GDPR”) (EU) 2016/679 legislation (referred to collectively as “DPA”).

The expressions Processing, Personal Data, Processor and Supervisory Authority shall bear their respective meanings given in the DPA.

The Customer is solely and wholly responsible for establishing and maintaining the lawful basis for arranging the processing of personal data including where applicable obtaining all necessary consents from data subjects.

Jaama is acting as a Data Processor and the following provisions shall apply:

Jaama undertake that it shall process the Personal Data strictly in accordance with the terms of the Agreement, the direct obligations under the Regulations and the Customers instructions and that only the Customer, or the Customer’s relevant group company, shall determine the purposes for which and the manner in which the Personal Data is to be processed.

Jaama shall where required by the DPA appoint a suitably qualified Data Protection Officer and at all times ensure that only employees who may be required to assist it in meeting the obligations under this Agreement shall have access to the Personal Data. Jaama shall ensure that all employees involved in handling the Personal Data have undertaken a commitment of confidentiality and undergone training in the Law of Data Protection and in the care and handling of Personal Data.

Jaama shall ensure that all appropriate technical and organisational measures are in place at all times against unauthorised or unlawful Processing or accidental loss, destruction or damage of Personal Data.

Jaama shall not appoint a sub-processor other than as permitted in the Agreement or without prior written consent from the Customer. Where Jaama wishes to appoint a sub-processor, Jaama shall do so on substantially similar terms to the ones set out in the Agreement.

Jaama shall notify the Customer immediately in the event that it receives a request or notice from the Supervisory Authority or from any Data Subject exercising their rights under the Regulation and assist the Customer promptly with all requests which may be received from Data Subjects exercising their rights under the Regulations.

Jaama shall notify the Customer as soon as reasonably practicable if there has been an actual or suspected Personal Data loss, or other breach of the Regulations that apply directly to Jaama relating to the processing of your Personal Data in connection with this Agreement.

Jaama will maintain a record of all categories of Personal Data, data subjects, purpose of the processing, recipients and location of the data and make such records available to the Customer or Supervisory Authority on request.

Subject to the requirements of commercial and client confidentiality Jaama will make available to the Customer such information as is reasonably required to demonstrate compliance with these terms and allow for and contribute to audits and/or inspections of compliance with these terms conducted by the Customer or a professional independent auditor engaged by the Customer. The following requirements apply to any audit:

- (a) The Customer must give a minimum thirty (30) days’ notice of its intention to audit;
- (b) The Customer may exercise the right to audit no more than once in any calendar year unless there is a regulatory obligation to do so;



- (c) Commencement of an audit shall be subject to agreement with Jaama of a scope of work for the audit at least ten (10) days in advance;
- (d) Jaama may restrict access to certain parties of their facilities and certain records where such restriction is necessary for commercial and/or client confidentiality;
- (e) The audit shall not include penetration testing, vulnerability scanning, or other security tests; however the Customer has the right to request this information at least annually;
- (f) The right to audit includes the right to inspect but not to copy or otherwise remove any records, other than those that relate specifically and exclusively to the Customer;
- (g) Any independent auditor will be required to sign such a non-disclosure agreement as is reasonably required by Jaama prior to the audit; and
- (h) The Customer shall compensate Jaama for its reasonable costs (including for the time of its personnel, other than the customer relationship manager) incurred in supporting any audit.

Jaama will not transfer the Personal Data outside the European Economic Area.

Upon termination of the Agreement Jaama shall immediately cease to process the Personal Data and shall promptly delete or return all of the Personal Data.

10. CHARGES AND PAYMENT

Jaama shall invoice the Customer and the Customer shall promptly pay Jaama all Charges due under this Agreement and the following terms shall apply:

- (a) the Customer hereby agrees to pay all Charges due for the duration of this Agreement;
- (b) the Charges shall be invoiced in accordance with the Pricing Schedule;
- (c) invoices for the Charges shall be payable thirty days from the Customer receiving a valid and undisputed invoice;
- (d) to reduce the number of invoices sent to the Customer relating to the Charges, following consultation with the Customer Jaama may consolidate some or all of the Charges and having calculated pro-rata the sums due, issue an invoice on a date other than the usual invoice date for the Charges;

For the avoidance of doubt, any disputes on the Charges shall be dealt via the dispute resolution procedure at Schedule 1. If for any reason the Customer does not pay the undisputed Charges due hereunder within thirty days, subject to Jaama providing no less than 30 days prior written notice to the Customer, Jaama may suspend the Software Licence and the Maintenance Services and:

the Customer shall have no claim against Jaama for failure to render the Maintenance Services set out under this Agreement;

all Charges due under this Agreement will continue to become due;

Jaama shall be entitled to charge the Customer any reasonable costs as a result of such suspension; and

Jaama shall charge the Customer interest on any unpaid sums at a rate of 4% above the Bank of England base lending rate from time to time.

11. TERMINATION

Either party may terminate this agreement by providing written notice in accordance with the Specification.



Without prejudice to other rights available in law or equity or under this Agreement, either party shall immediately become entitled to terminate this agreement forthwith by notice in writing to the other party if the other party:

- (a) commits any material breach of its obligations under this Agreement and upon receiving written notification from the other of such breach (such notification to contain a warning of the other party's intention to terminate), fails to remedy the default or breach within thirty days; or
- (b) is involved in any legal proceeding concerning its solvency or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading.

Termination of this Agreement shall terminate all agreements covered herein including the Software Licence and Maintenance Agreement.

If this Agreement is terminated for whatever reason no refund of Charges shall be made by Jaama and upon termination all Charges that would have become due to Jaama hereunder shall immediately become due notwithstanding that Jaama may only invoice for the cost of time and materials incurred to date.

The Customer may not continue to use the software following termination and upon termination of this Agreement the Customer shall:

- (a) return all copies of the Software and associated Materials to Jaama immediately;
- (b) satisfy Jaama that all the Software has been erased or destroyed;
- (c) satisfy Jaama that it has no ability to reproduce or use the Software; and
- (d) if requested by Jaama, the Customer shall confirm this in writing.

Upon expiry or termination of this Agreement (in whole or in part) for any reason, Jaama shall provide reasonable exit assistance services, as additional services and with a fee charged in line with the Pricing Schedule. Jaama shall make itself reasonably available to carry out these exit assistance services typically within 90 days of the date of termination following expiry or termination of this Agreement (in whole or in part).

12. GENERAL

In the event that any or part of this Agreement is judged illegal or unenforceable for any reason the continuation in force of the remainder of the Agreement shall not be prejudiced.

No delay or failure by Jaama in enforcing its respective rights shall prejudice or restrict the rights of Jaama and no waiver of any such rights by Jaama or waiver of any breach of this Agreement shall be deemed to be a waiver of any other right or of any later breach of this Agreement.

The Customer may not assign or transfer this Agreement or any part of this Agreement. Jaama may assign the benefit of all or any part of this contract to any company which is or becomes the legal owner of all or the applicable parts of the Software.

13. FORCE MAJEURE

Neither party shall be liable for the total or partial failure to perform its obligations under this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control. This includes but is not limited to any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, by reason of an act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, act of terrorism, civil disturbance, government act or regulation, fire, flood, explosion, accident, theft, or strike, lock-out or trade dispute affecting the performance of any unconnected third party whose services may be required in connection with the performance of this Agreement.



14. JURISDICTION

This Agreement shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.



MAINTENANCE AND SUPPORT AGREEMENT

THIS MAINTENANCE AND SUPPORT AGREEMENT AND THE SLA SET OUT THE TERMS AND CONDITIONS RELATING TO THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES BY JAAMA.

1. JAAMA'S UNDERTAKINGS

Subject always to the Customer's proper observance of its obligations set out in this Agreement, Jaama shall for the duration of this Agreement in accordance with the SLA:

- (a) maintain a "telephone support service" during the hours as set out in the SLA to:
 - (i) provide reasonable advice on how to operate the Software;
 - (ii) answer questions concerning the Software;
 - (iii) issue passwords and licence keys; and
 - (iv) diagnose and resolve demonstrable or recurring intermittent Defects;
- (b) retain suitably qualified personnel to diagnose and remedy Software Defects reported by the Customer;
- (c) electronically log and maintain records of all Defects reported by the Customer to the telephone support service;
- (d) for each Defect issue the Customer with a unique job reference number which shall be used by the Customer and Jaama to refer to that Defect;
- (e) correct any Defects in the Software (at Jaama's cost) providing the Customer has implemented all previous Upgrades as requested by Jaama and where Jaama is unable to correct the Defect by telephone it may at its discretion:
 - (i) attend the Customer's premises to further investigate or remedy the Defect;
 - (ii) supply the Customer with suitable replacement or additional files, fixes, patches, data, programs or Software as appropriate; and
 - (iii) request that the Customer restores the Software or data from a backup copy;
- (f) Upon notification of a Defect by the Customer:
 - (i) use reasonable efforts to commence work on resolving the Defect within a reasonable time, depending on its seriousness, how badly it affects the Customer's business and what Defects Jaama is dealing with on behalf of other customers and their relative seriousness; and
 - (ii) issue instructions to the Customer in an attempt to diagnose and remedy the Defect by telephone;
- (g) provide the Customer with a report of all outstanding Defect records every month or upon request; and



(h) make Upgrades available to the Customer from time to time.

2. CUSTOMER UNDERTAKINGS

The Customer shall in accordance with the SLA:

- (a) ensure in the first instance that all requests for Maintenance Services shall be made to the telephone support service;
- (b) adhere to the terms set out in the Software Licence;
- (c) promptly notify Jaama by telephone of any Defects in the Software;
- (d) provide a suitable operating environment for the Software and not use the Software in an operating environment that falls below the minimum operating requirement available from Jaama from time to time;
- (e) ensure that all users of the Software have first been suitably trained to a competent level; and
- (f) operate the Software in accordance with instructions, materials and other recommendations given by Jaama from time to time;
- (g) not allow third party suppliers access to the Software who the Customer reasonably believes to be a competitor of Jaama without first obtaining written authorisation from Jaama (such consent not to be unreasonably withheld or delayed);
- (h) allow only Jaama to modify, change, alter, maintain, support or repair the Software or any part thereof;
- (i) notify Jaama of any proposed changes to the place of operation of the Software from the original installation and operating location;
- (j) use reasonable efforts to minimise and prevent excessive unnecessary use of the Maintenance Services where a reasonably skilled Software user would judge the use to be excessive and unnecessary;
- (k) notify Jaama immediately if Jaama fails to comply with its obligations under this Agreement; and
- (l) to enable Jaama to carry out the Maintenance Services specified herein:
 - (i) provide assistance and cooperation in the diagnosis and correction of any Defects;
 - (ii) provide access to and use of all relevant information;
 - (iii) follow diagnostic instructions given by Jaama;
 - (iv) allow Jaama reasonable access to the Customer's premises; and
 - (v) carry out such user maintenance of the Software as Jaama shall advise from time to time.

3. LIMITATIONS OF SERVICE

The Maintenance Services and SLA shall not include the maintenance of hardware, attachments, peripherals, networks, or software not supplied by Jaama.

Unless otherwise specified Maintenance Services or the SLA do not include:

- (a) telephone support outside the specified normal telephone support service hours;
- (b) any work at the Customer's premises;



- (c) consultancy advice not connected with the Maintenance Services;
- (d) Customer requested alteration, modification, adaptation, development or changes to the Software;
- (e) data amendments due to the Customer's error;
- (f) work by Jaama to test or implement Upgrades or make Upgrades work with the Software;
- (g) other services not specified herein; and
- (h) Maintenance Services necessary due to:
 - (i) the Customer's error, neglect or misuse;
 - (ii) failure or fluctuation of electrical supplies, or operation outside the specified environmental conditions;
 - (iii) the failure of the Customer to operate the Software in accordance with any documentation, manuals, materials, or specifications made available or given to it by Jaama;
 - (iv) the failure of the Customer to carry out or implement reasonable recommendations or instructions given to it by Jaama; and
 - (v) acts of third parties or acts of God.



LICENCE AGREEMENT

JAAMA LIMITED IS WILLING TO LICENSE THE JAAMA SOFTWARE ACCOMPANYING THIS LICENCE AGREEMENT (THE "SOFTWARE") TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS AGREEMENT. THIS LICENCE AGREEMENT SETS OUT THE TERMS AND CONDITIONS RELATING TO THE ONGOING USE BY YOU OF THE SOFTWARE. THE USE BY YOU OF THE SOFTWARE IS EVIDENCE OF YOUR ACKNOWLEDGEMENT, ACCEPTANCE, AND AGREEMENT TO BE BOUND BY THESE TERMS.

This is a legal agreement between you the "Customer" or "End User" and Jaama Limited.

GRANT OF LICENCE

Jaama grants you the following rights provided that you comply with all terms of this Agreement.

THE SOFTWARE IS LICENSED NOT SOLD TO YOU. This Licence grants you a non-exclusive non-transferable Licence. You, your employees and agents are licensed to use the software on the terms set out in this Agreement.

RESTRICTED RIGHTS

The software and any documentation or other material supplied with or in the software shall not be adapted, modified, decompiled or disassembled in any way or translated into any other computer or foreign language, either in whole or in part or be reproduced in any way whatsoever. You may only use the software on hardware meeting or exceeding the minimum operating requirements officially available from Jaama.

You are responsible for, and must use your best efforts to ensure that no other person breaks the terms and conditions of this Licence and you must notify Jaama immediately in writing if you believe that any terms specified herein have been breached. You shall not copy or permit the software or documentation to be copied in whole or in part except for the taking of reasonable precautions for data security, or for the testing and installation of upgrades to the software. All copies made shall include all copyright or proprietary notices to indicate that the software is the property of Jaama.

You warrant that you shall take all reasonable precautions to safeguard the software against unauthorised access or use and that you are responsible for any use that you authorise that grants access to the Software. You will at all times use reasonable care to prevent the disclosure to others of any information, design, functions, materials, documentation, specifications, or trade secrets of Jaama. You agree to indemnify Jaama in respect of any reasonable losses incurred by Jaama as a result of your failure to prevent such disclosure or the unauthorised use of the software by any third party, whether through misuse of the software by you or through any breach of this Licence or due to negligence or any other cause.

Without prejudice to any other rights or remedies available to Jaama, Jaama may terminate on reasonable notice the Licence if you fail to comply with the terms and conditions herein.

COPYRIGHT

Copyright, patents and other intellectual property rights to the software are and shall remain the sole property of Jaama. Copyright subsists in the software whether printed or stored magnetically and you shall not delete any proprietary marks on the software. No title or rights of ownership,



copyright or other intellectual property right in the software has been or shall be transferred to you. You shall ensure that no part of the software shall be let out on loan, rent or lease, or supplied to any third party in any manner. You may not sell, licence or distribute copies of the software or any part of the software.

CONFIDENTIALITY

"Confidential Information" means information in any form (including trade secrets, models, software, computer outputs, personal data) whether written or oral, of a business, financial or technical nature which is or ought reasonably to be known to be confidential, and which is disclosed by one party (the "Disclosing Party") or any member of its group to the other party (the "Receiving Party") or any member of its group.

Each party shall keep the other party's Confidential Information strictly confidential and not use, reproduce or record in any medium or form any of the other's party's Confidential Information except to the extent that it is strictly necessary for the proper purposes of this Licence, and not disclose the other's party's Confidential Information to any third party.

Each party shall limit access to the Confidential Information of the other party to those of its directors, employees and professional advisers (and in the case of Jaama, to those of its permitted contractors, sub-contractors and agents) who reasonably require the information for the purposes of this Agreement. Each party shall use its reasonable endeavours to ensure that its directors, employees and professional advisers (and in the case of Jaama, any contractors, sub-contractors and agents that it is permitted to use to provide the Software and associated services) keep the other party's Confidential Information strictly confidential.

The obligations of confidentiality imposed in hereunder do not apply to any Confidential Information that the recipient is required to disclose by law or by any governmental or other regulatory authority (including the rules of any stock exchange or listing authority) and each party shall give the other at least 7 days advance written notice of any intended disclosures of this sort unless it is legally prohibited from doing so.

The obligations of confidentiality imposed in hereunder do not apply if the Confidential Information that was already known to the Receiving Party and in its possession before the disclosure by the Disclosing Party and free from any confidentiality obligation or restriction on disclosure; or has entered into the public domain other than through a breach by the Receiving Party of this Agreement; or has been lawfully received by the Receiving Party from a third party unaffiliated with the Disclosing Party (provided such party was not bound by a confidentiality agreement with the Disclosing Party).

DATA PROTECTION AND SECURITY

Jaama shall ensure that all appropriate technical and organisational measures are in place at all times against unauthorised or unlawful processing of your data, against accidental loss or destruction of, or damage to, your data and that all reasonable steps are taken to ensure the reliability of any Jaama personnel which may have access to your data.

To the extent your data comprises personal data, Jaama shall act only on the instructions of you in relation to the processing of that data, and Jaama shall only act as a data processor in the processing of any personal data. Jaama undertakes that it shall only process your data as is necessary to perform its obligations or exercise its rights under this Licence and shall not transfer any of your data to any third party nor shall it transfer any your data outside the EEA without the express prior written consent of you.

WARRANTY

No warranty is given that the software meets your requirements or is otherwise suitable for you. You acknowledge that the software has not been specifically designed or prepared to meet your



individual requirements and that it your responsibility to ensure that the facilities and functions of the software meet your requirements. Jaama shall not be liable for any failure of the software to provide you with any facility or function whatsoever.

In the event that there exists any Defects in the Software which affects the performance of the Software as determined by Jaama, Jaama undertakes to remedy the Defects or replace the product supplied to you free of charge providing you are not in breach of your obligations under this Licence.

LIABILITY

Neither party shall be liable for any indirect, consequential or economic loss arising from any breach of this Agreement.

Nothing in this Agreement shall exclude or limit:

- (a) either party's liability to the other for death or personal injury resulting from negligence;
- (b) either party's liability to the other for fraudulent misrepresentation; or
- (c) any of either party's other rights permitted by law that cannot be excluded or limited.

Subject to Clause 6.6(b) and Clause 7.4 of these Terms, and any specific right or remedy expressly set out in this Agreement that provides that the following cap may be exceeded, the total aggregate liability of each party for all causes of action arising in each calendar year under or in connection with this Agreement shall be limited to the total sums paid by the Customer to Jaama.

Where the liability is arising out of a breach of Clause 5 (intellectual property rights), Clause 9 (data protection) or Clauses 6.10 to 6.13 (Customer Warranties) the total aggregate liability for each party arising under or in connection within this Agreement shall be increased to five million pounds sterling (£5,000,000.00).

For the avoidance of doubt, any claim made shall be deemed to deduct the same amount from the total sums paid so that there cannot be an additional claim under this Clause that takes a party's total aggregate liability under or in connection with this Agreement, per calendar year, beyond the five million pounds sterling (£5,000,000.00) cap.

Holding this Licence entitles you to software upgrades. All upgrades and additions to the software shall be governed by the terms of this Licence.

DURATION

This Licence shall remain effective until it is terminated by Jaama. If you want to terminate this Licence you must make your request to Jaama in writing. Without prejudice to any other rights or remedies, Jaama has the rights to terminate your Licence immediately if you fail to comply with any part of this Licence. Upon termination you shall either return all copies of the software and associated materials to Jaama immediately or satisfy Jaama that all the software has been erased or destroyed and that you have no ability to reproduce or use the software. If requested by Jaama you shall confirm this in writing.

GENERAL

In the event that any of part of this Licence is judged illegal or unenforceable for any reason the continuation in force of the remainder of this Licence shall not be prejudiced. No delay or failure by Jaama in enforcing its respective rights shall prejudice or restrict the rights of Jaama and no waiver of any such rights or of any breach of this Licence shall be deemed to be a waiver of any other right or of any later breach of this Licence.

JURISDICTION



This Licence shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.



HOSTING AGREEMENT

THIS AGREEMENT EXPLAINS OUR OBLIGATIONS TO YOU, AND EXPLAINS YOUR OBLIGATIONS TO US, FOR THE SERVER HOSTING SERVICES. PLEASE SEE BELOW THE TERMS SET OUT IN THE AGREEMENT.

1. JAAMA VEHICLE MANAGEMENT SYSTEMS

(a) **Description**

(i) **Right of use**

The services shall have the specification set out in this Agreement and if not otherwise specified shall consist of:

(ii) **Access**

Access through web browsers by the Customer

(iii) **Storage of Data**

Storage of all data created and input into the Vehicle Management System by the Customer

(iv) **Back-up of Stored Data**

Back-up on a daily basis of the Customer data stored the Customer server(s) and storage of such back-ups in accordance with Jaama's normal policies and practices in force from time to time.

(v) **Communication Links**

The Customer is responsible for the adequacy of their internet communication links. Jaama are not responsible for any failure to connect to the service resulting from failure of the communication links. Generally speaking, the bandwidth required is 64k per user or more.

If the service fails, Jaama will instigate its Disaster Recovery programme. Jaama does not guarantee that the service will be fault or interruption free. Jaama does guarantee that the service will be available 99.9% of the time Monday to Friday excluding English Bank Holidays excluding notified downtime.

Jaama will provide a minimum of 10 days' notice in advance of scheduled downtime for maintenance or repair unless it is to be carried out outside of normal office hours.

If the Customer notifies Jaama of any fault or interruption or problem with the Services, Jaama will evaluate the nature of the fault with the Customer, assign the fault an agreed priority level, use reasonable efforts to diagnose the cause of the fault, provide the Customer with advice and instruction by telephone or e-mail with a view to correcting the fault and resolving the problem



remotely where possible, and where the fault cannot be remedied by such advice, Jaama will use reasonable efforts to fix the fault and correct the problem, and will advise the Customer as to the work which may be required and estimated fix time. Where the problem lies with any third party system or service Jaama will use reasonable efforts to resolve the fault with the third party.

2. CUSTOMER CONDUCT

The Customer shall:-

(a) Notify Defects

Notify Jaama as soon as is reasonably possible of any fault or Defect in the Service.

(b) Assist

Provide assistance and co-operation in the diagnosis and correction of any fault or Defect and make diagnosis information available to Jaama upon request.

(c) Modifications

Not attempt to make any modifications to the server(s) or service.

(d) Customer Content

The Customer acknowledges that Jaama exercises no control whatsoever over the content of the information passing through Customer server(s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws, rules and regulations and these Rules and Regulations.

(e) Prohibited Activities

The Customer will not, and will not permit any persons or ("Users") using Customer online facilities and/or services, including, but not limited to, Customer's Web site(s) and transmission capabilities, to do any of the following ("Prohibited Activities"):

The following constitute Prohibited Activities of Service Agreement:

(i) **Illegal use:** Jaama's services may not be used for illegal purposes, or in support of illegal activities. Jaama reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

(ii) **Threats:** Use of the Jaama service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

(iii) **Harassment:** Use of the Jaama service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.



- (iv) Fraudulent activity: Use of Jaama service to make fraudulent transactions.
- (v) Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited.
- (vi) Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM). Use of the Jaama service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Customer's account.
- (vii) Unauthorised access: Use of the Jaama service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Jaama's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Customer's account is subject to immediate termination.
- (viii) Copyright or trademark infringement: Use of the Jaama's service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party.
- (ix) Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
- (x) Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

3. REFUSAL OR DISCONTINUANCE OF SERVICE

If Jaama, in its sole discretion believes there is any action which violates any of the terms and conditions in this agreement will refuse or discontinue service. You agree that Jaama has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers.

4. NO WARRANTIES

Under no circumstances shall Jaama be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

5. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that



which you are authorised for and impairing the availability, reliability, or quality of service. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorised access.

5.1 The Customer warrants to Jaama that they shall not:

(g) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (h) access all or any part of the Software in order to build a product or service which competes with the services provided by Jaama; or
- (i) use the Software to provide services to third parties which compete with those provided by Jaama; or
- (j) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except your own authorised users, or
- (k) subject to Clause 2(g) of the Maintenance Agreement, attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Clause 5; or
- (l) introduce or permit the introduction of any virus or vulnerability into the Software or the Jaama's network and information systems.

5.2 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Jaama.

5.3 The rights provided under this Clause 5 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer or third party.

6. SECURITY

You agree that the security of your account is solely your own responsibility.

If you believe the security of your account has been compromised in any way, you will notify Jaama. You shall be held fully responsible for any misuse or compromise to your account for which Jaama is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Jaama has the right to suspend access to the account pending an investigation and resolution.

7. CONFIDENTIAL INFORMATION



Non-disclosure of Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to Jaama's Technology, Customer Technology, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

(a) **Exceptions:**

Information will not be deemed Confidential Information hereunder if such information:

- (i) Is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
- (ii) Becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
- (iii) Becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or
- (iv) Is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

8. PAYMENT

You agree to supply appropriate payment for the services received from Jaama in advance of the time period during which such services are provided.

9. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.



10. JURISDICTION

This Agreement shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

11. ACKNOWLEDGEMENT

By placing, hiring and continuing to maintain or place information at Jaama's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.



DECS AGREEMENT

THIS AGREEMENT IS BETWEEN:

Jaama Ltd, whose address is: Two Lichfield South Wall Island, Birmingham Road, Lichfield, England, WS14 0QP; and

Jaama's customer ("Customer")

The agreement ("Agreement") covers the DVLA Electronic Driver Entitlement Checking Service ("DECS") and the service provision using Jaama's software (the "Service") and is between Jaama Ltd and the Customer as defined in this Agreement. Together these are referred to as the DECS Service.

This Agreement constitutes the entire understanding between the parties relating to DECS and supersedes all prior representations, writings, negotiations or understandings with respect to this Service.

The Agreement shall commence upon the date of signature by the Customer and will continue until it is terminated.

The Customer shall exercise due care and propriety when dealing with third parties in connection with DECS and the Service and ensure that no commitments are entered into without Jaama's prior written consent unless expressly permitted under this Agreement.

Transaction fees for using the DECS service are charged in accordance with the Pricing Schedule for each transaction submitted ("Transaction Fee").

Nil3 fees for requesting a manual record retrieval following a Nil3 Return are charged in accordance with the Pricing Schedule for each Nil3 request ("Nil3 Fee").

INTERPRETATION

Unless the context requires otherwise, the singular shall include the plural and vice versa and words expressed in any gender shall include any other gender.

The headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

Reference to any legislative requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

PAYMENT AND CHARGES

All Customers of the DECS Service must open a pre-funded account with Jaama in order to submit enquiries. Each transaction submitted will result in the Customer's pre-funded account being deducted with the Transaction Fee regardless of whether a positive match against the DVLA record is returned.

Occasionally the DVLA returns what they refer to as a Nil3 Return status when the driver's licence record is checked. A Nil3 Return means that the DVLA's driver licence record is open and cannot be electronically checked. When Nil3's are returned, a manual check will be carried out by Jaama and a paper record issued to the Customer. In such cases a Nil3 Fee will be deducted from the Customer's pre-funded account. In certain circumstances it will not be possible to release the Driver Licence record information. If this is the case the Nil3 Fee will still be charged and the Customer will be notified.

It is the Customer's responsibility to ensure that there are sufficient funds in the Customer's pre-funded account in order to submit enquiries. It will not usually be possible to provide responses to enquiries if there are insufficient funds in the Customer's pre-funded account although enquiries may still be submitted and the Customer will be required to pay for such submissions immediately. Lack of sufficient funds in the Customer's pre-funded account will not be a valid reason for non-payment of Customer submissions.

Jaama will notify the Customer in writing of any intended transaction fee revision and where possible Jaama will provide 60 days prior notice of any proposed change. Given, however, that this price is linked to the DVLA's standard enquiry fee charging regime, which is subject to change at any time, Jaama cannot guarantee to give this period of notice.

TERMINATION

Jaama may terminate this Agreement with notice should the Customer breach this Agreement or if the Customer's pre-funded account remains unfunded for more than 3 months.

The DVLA may suspend or terminate this Agreement without notice should they determine they have reasonable cause to do so. Either party may terminate this Agreement at any time by giving to either party three months written notice.

Without prejudice to other rights available in law or equity or under this Agreement, either party shall immediately become entitled to terminate this Agreement forthwith by notice in writing to the other party if the other party commits a material breach of its obligations under this Agreement and upon receiving written notification from the other of such breach (such notification to contain a warning of the other party's intention to terminate), fails to remedy the



default or breach within thirty days.

Any sum due or accruing from the Customer to Jaama up to the date of termination will still be payable to Jaama.

DEFINITIONS AND INTERPRETATION

“Data Protection Declaration” means the driving licence information fair processing declaration form (D906/ADD), to be used by the Customer as Evidence that the driving licence holder is fully aware that information from their driver record is to be obtained by the Customer from DVLA via Jaama, in accordance with this Agreement.

“Data Protection Legislation” means the “GDPR”, the LED and any applicable national implementing Laws as amended from time to time, the DPA 2018 (as amended) to the extent that it relates to Processing of personal data and privacy, and all applicable Law about the Processing of Personal Data and privacy.

The expressions Processing, Personal Data, Controller, Processor and Supervisory Authority shall bear their respective meanings given in the Data Protection Legislation.

The term “Evidence” is used in the following section and is defined as the Customer’s proof that the driver has given their consent for the enquiry to be made via receipt of a signed Protection Declaration as stipulated in this Agreement.

“Records” is the information that is obtained from the DVLA’s driver database as the result of a successful enquiry.

Jaama does not warrant the accuracy of the Records, as information held on DVLA’s database are supplied in circumstances which are completely outside Jaama’s control. Jaama shall not be liable to the Customer for any claim however caused, through inaccuracies in the Records supplied. The Customer shall indemnify Jaama from any claim by any party.

DATA PROTECTION

Each party agrees that in the performance of its respective obligations under the Agreement it shall comply with the provisions of the Data Protection Legislation.

Jaama is acting as a Data Processor and undertake to process the Personal Data strictly in accordance with the terms of the Agreement, Jaama’s direct obligations under the Regulations and the Customer’s instructions and that only the Customer as Data Controller shall determine the purposes for which and the manner in which the Personal Data is to be processed.

Jaama and the Customer shall where required by the DPA appoint a suitably qualified Data Protection Officer and at all times ensure that only their employees who may be required to assist it in meeting their obligations under this Agreement shall have access to the Personal Data.

Jaama and the Customer shall ensure that all employees involved in handling the Personal Data have undertaken a commitment of confidentiality and undergone training in the Law of data



protection and in the care and handling of Personal Data.

Jaama and the Customer shall ensure that all appropriate technical and organisational measures are in place at all times against unauthorised or unlawful Processing or accidental loss, destruction or damage of Personal Data.

Jaama shall not appoint a sub-processor other than as permitted in the Agreement or without the Customer's prior written consent. Where Jaama wishes to appoint a sub-processor, Jaama shall do so on substantially similar terms to the ones set out in the Agreement.

Jaama shall notify the Customer immediately in the event that Jaama receive a request or notice from the Supervisory Authority or from any Data Subject exercising their rights under the Regulation and to assist the Customer promptly with all requests which may be received from Data Subjects exercising their rights under the Regulations.

Upon termination of the Agreement Jaama shall immediately cease to process the Personal Data and shall promptly delete or return all of the Personal Data.

Each party shall notify the other party within a maximum of 24 hours of becoming aware if there has been an actual or suspected Personal Data loss, or other breach of the Regulations that apply directly to the processing of Personal Data in connection with this Agreement.

Jaama will maintain a record of all categories of Personal Data, data subjects, purpose of the processing, recipients and location of the data and make such records available to the Company or Supervisory Authority on request.

Jaama will ensure that it shall not transfer the Personal Data outside the European Economic Area.

SERVICE PROVISION

Upon commencement of this Agreement, Jaama will provide the Licence2Check software for use of DECS and the Service. This provision will enable automated same day batch licence checking based upon batch selection criteria configured in the software.

The Customer shall send to Jaama the original driver mandates signed and dated. The Customer's software will validate DECS submissions against the mandate data recorded on the driver record. It is the Customer's responsibility to ensure that the driver record accurately reflects the mandate status prior to submission. Driver record mandate failures will not be charged a transaction fee as no submission will be made.

The Customer is responsible for ensuring that they appropriately submit driver licence numbers accurately for checking. These checks will occur automatically based upon the criteria the Customer has configured. Jaama accepts no responsibility for the appropriateness of these submissions. Each submission will be checked and will return DVLA licence details including: Licence Commencement Date, Expiry Date, Category, Restrictions, Conviction Date, Offence Date, Offence Code, Points and Disqualification Until Date.



CONTINUITY OF SERVICE

Where possible Jaama will use reasonable endeavours to ensure that there is no break in the continuity of service. Where Jaama is unable to process same day licence checks, Jaama will process licence checks on the soonest available day possible.

QUALITY AND AUDIT

The Customer will be required to self-police their use of the DECS Service as set out in this Agreement and shall institute at the commencement of this Agreement and maintain throughout the period of this Agreement a properly documented system of quality control to ensure that the data integrity is maintained.

Jaama reserves the right to conduct an audit of the systems and processes used by the Customer to ensure that adequate security practices are being maintained. The Customer will co-operate fully with Jaama auditors and will provide full access to relevant employees, documentation, records and evidence if required. The Customer will not deny Jaama audit access nor require an unreasonable period of notice prior to allowing access. The Customer will respond as required to the findings and recommendations of any Jaama audit and will provide updates as required on the implementation of any required actions.

CUSTOMER MANAGEMENT OF EVIDENCE/RECORDS

The DVLA is required to be satisfied that any Processing (including disclosure) of Personal Data is compliant with Data Protection Legislation. The Customer may make enquiries of the record holder for its own legitimate purposes in accordance with Data Protection Legislation i.e. checking the driving entitlement of employees under the Road Traffic Act and validating their entitlement to drive.

The Customer must make the record holder fully aware that information from that person's driver record is to be obtained from DVLA, the categories of Data involved, the purposes and the period and frequency in which Data will be requested. DVLA requires the Customer to Evidence this through the provision of a Data Protection Declaration authorised electronically or manually by the record holder and containing a declaration to that effect.

The Customer must have a defined procedure in place for obtaining Evidence of the record-holder's Data Protection Declaration. Only the standard DVLA Data Protection Declaration (D906/ADD) will be acceptable as authorised Evidence. Consent obtained retrospectively for checks already made is unacceptable, and this practice should never be used.

Jaama and Customer must retain Evidence at the Customer's main office for business operations for a period of 7 years (current year plus 6) regardless of the length of time for which the Evidence was valid. Evidence must be retained in a structured manner that permits the easy recovery of specific cases. Evidence must be produced by the Customer for any enquiry logged on Jaama's system. Evidence can be stored electronically provided it meets the requirements stated in this Agreement.



Where the Customer is acting as an intermediary, the Customer must ensure that all Data Protection Declarations clearly state the company name, and the Third Party Customer's name(s). In event of the Third Party Customer's name(s) changing, or if there is any restructuring of the Third Party Customer that affects its legal entities, subsidiary companies or its trading / legal name(s), a new completed Data Protection Declaration form must be completed to reflect the change. It is the responsibility of the Customer to ensure all Third Party Customers inform the Customer of any such changes.

Jaama will notify you if the DVLA changes their current Data Protection Declaration which subsequently requires a new Data Protection Declaration to be obtained from the record holders concerned within the three-year period, using the revised format.

Where the Customer is acting as an intermediary, Data Protection Declarations completed and signed previously for a different intermediary are not valid and must not be used.

If the Customer procedures permit a separation or delay between obtaining the Data Protection Declaration and making the enquiry on the record, there must be a clear audit trail to identify the employee responsible for obtaining the Data Protection Declaration.

The Data Protection Declaration is valid for a period of not more than 3 years from the date of signature or until the record holder ceases to drive for the Customer (or Third Party Customer where the Customer is acting as intermediary), whichever occurs sooner.

It is the responsibility of the record holder to inform and obtain written acknowledgement from the Customer that their details will not be processed further if that is the instruction. The rights of the Customer (or third party customer if the Customer is acting as intermediary) under Data Protection Legislation are not affected, but DVLA reserves the right to withhold the record holder's Personal Data. Intermediary companies must ensure that procedures are in place to check the validity of Data Protection Declarations.

JAAMA MANAGEMENT OF DATA

In relation to this DECS Service, Jaama is the Data Processor and the Customer is the Data Controller.

Jaama's systems and security processes are based on the ISO27001 standard. All data relating to this DECS Service is encrypted and transmitted securely between the Customer and Jaama's data processing centre. Data stored by Jaama is encrypted and subject to strict security measures. All communication of data between Jaama and the DVLA is encrypted.

CUSTOMER MANAGEMENT OF DATA

Both Parties must conduct a validation process upon receipt of reply (the data) to ensure that the record pertains to the licence holder for whom they possess a signed mandate. Any records passed to the Customer from the DECS Service that do not pertain to a mandate held by the Customer must be disregarded and deleted from any systems.

Evidence and records relating to personal information obtained from DVLA must be disposed of



securely.

MINIMUM DATA SECURITY REQUIREMENTS

The minimum security requirements are as follows:

- a) Data, including back-up Data, must be retained in secure Premises and locked away;
- b) the Data supplied may only be copied for back-up and for the purposes of Processing the Data. Copies must be erased immediately thereafter and they must not be otherwise duplicated;
- c) the Customer will retain the Data only for as long as necessary with reference to the Permitted Purpose of which the Data is required;
- d) the Customer, in accordance to Data Protection Legislation should dispose of the Data where there is no business need to retain it;
- e) Data, including back-up Data, must be protected from unauthorised access, release or loss;
- f) a User ID and a robust password must be required to enter all databases on which the Data is stored;
- g) a unique User ID and password must be allocated to each person with access to the Data or the Service;
- h) user IDs must not be shared between the Customer's Staff;
- i) access to the Data must be minimised so that only where necessary are individuals given access;
- j) the Data must not be accessed from, copied onto or stored on Removable Media. Laptops may be used but only if the device has full disk encryption;
- k) installed in line with Industry Best Practice and devices are securely protected when not in use;
- l) all manual and electronic enquiries must be logged centrally and stored by the Customer;
- m) enquiries must be checked by senior staff on a regular basis;
- n) senior members of the Customer's Staff must conduct reconciliation checks between incoming and outgoing enquiry volumes on a regular basis;
- o) Data must be used only for the Permitted Purpose for which it was obtained;
- p) Data must only be kept for as long as necessary;
- q) paper records must be securely destroyed so that reconstruction is unlikely;
- r) electronic Data must be securely destroyed or deleted in accordance with current guidance from the Information Commissioner's Office as soon as it is no longer needed;
- s) Data received by post must be available only to appropriately trained and experienced members of the Customer's Staff, who must abide by the requirements of this Contract and Data Protection Legislation;
- t) all records containing personal information, including screen prints, reports or other Data which have been supplied or derived from the DVLA's system in any format must be retained in a secure manner;
- u) all Premises and buildings in which the Data is stored must be secure;
- v) the Customer must be registered with the Information Commissioner and the permission must cover all activities actually carried out;
- w) subject to Clause 2(g) of the Maintenance Agreement, the Customer shall not attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under Clause 5 of the Hosting Agreement and
- x) transfer of the Data to third parties where approval has been granted by Jaama



must be in accordance with the principles of Data Protection Legislation.

STAFFING/PERSONNEL ISSUES

The Customer will set out its procedures for vetting staff and ensure compliance with these. As a minimum this will include checking the identity of new employees, confirmation of references and qualifications, and compulsory declaration of unspent criminal convictions.

There will be a defined disciplinary process in place to deal with any cases of misuse of the DECS system or non-compliance with procedures. This will be adhered to in the conduct of any disciplinary exercise.

The Customer will ensure that the user accounts on the Jaama management software will be maintained by system administrators who will operate in accordance with defined procedures. There will be an effective procedure in place for authorising the set-up of new user accounts and for the prompt deletion of accounts no longer required. Each user will have a password of at least 8 characters.

All IT equipment used in relation to the DECS system will be physically secure, so that no unauthorised persons have access to it.

Jaama will carry out an immediate suspension of the DECS Service if there is shown to be any breach of security and that suspension will take place without Jaama giving the Customer notice.

COMPLIANCE/REVIEW

The Customer shall upon receipt of reasonable notice and during normal office hours attend all meetings arranged by Jaama for the discussion of matters connected with the performance of this Agreement.

Without prejudice to any other requirement in this Agreement the Customer shall provide such reports on the performance of this Agreement or any other information relating to the Customer's requests for and use of the Data as Jaama may reasonably require.

Jaama reserve the right to review:

- a) the Permitted Purpose for which the Data is provided;
- b) the security arrangements governing the Customer's safe receipt of the Data and the Customer's further use of the Data;
- c) the arrangements that the Customer has in place relating to the retention and secure destruction of the Data;
- d) any audits that have been carried out that have relevance to the way that the Customer is Processing the Data;
- e) any security incidents that have occurred with the Data;
- f) the training and experience of the Customer's staff in their duties and responsibilities under Data Protection Legislation.



USE OF BRANDS, LOGOS AND TRADE MARKS

The DVLA does not grant the Customer licence to use any of its brands, logos or trademarks of DVLA (the “Trade Marks”).

While the DVLA may permit the Customer to make known the fact that the DECS Service is provided by the DVLA for promotional purposes, the Customer will not be entitled to use any of the DVLA’s brands, logos or Trade Marks for such promotional purposes.

The Customer shall not adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to or is a simulation or colourable imitation of the DVLA’s brands, logos or Trade Marks, or unfairly competes with the same. The Customer shall not during the period of this Agreement apply anywhere in the world to register any DVLA brand, logo or Trade Marks identical to or so nearly resembling the same as to be likely to deceive or cause confusion. The Customer agrees not to misrepresent their relationship with the DVLA. The Customer is free to contact the DVLA for advice on how this relationship should be represented in marketing/promotional material.

The Customer shall notify the DVLA immediately if any circumstances arise which could result in publicity or media attention to the Customer which could adversely reflect on the DVLA or the DECS Service.

Jaama expect the Customer to take responsibility for the content of their own website and literature, and maintain accurate information with any references to the DVLA.

If there are any links titled ‘DVLA’ or ‘Driver and Vehicle Licensing Agency’, they must not connect to pages within your website but should link to the DVLA website and ideally the relevant page for the subject matter being addressed.

RIGHTS OF THIRD PARTIES

Nothing in the Contract confers or purports to confer on any third party any right to enforce any term of the Contract.

FORCE MAJEURE

Neither party shall be liable for the total or partial failure to perform its obligations under this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control. This includes but is not limited to any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, by reason of an act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, act of terrorism, civil disturbance, government act or regulation, fire, flood, explosion, accident, theft, or strike, lock-out or trade dispute affecting the performance of any unconnected third party whose services may be required in connection with the





Schedule One – Service Level Agreement (“SLA”)

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What this SLA covers

This SLA sets out:

- Service availability (uptime)
- Support hours
- Response and resolution targets
- Escalation routes
- Planned maintenance and communications

Service availability (uptime)

Target system availability: 99.9%

Availability excludes:

- Planned maintenance
- Issues caused by customer networks/devices
- Third-party outages outside Supplier control
- Emergency security actions to protect the service

Support hours

Support/working hours (UK time): Monday to Friday, 08:00 - 18:00 (excluding UK public holidays)

To help us resolve issues quickly, please include:

- What's happening and who is impacted
- When it started
- Any error messages/screenshots
- Steps to reproduce (if known)

Response and resolution targets

Targets apply during support hours.

Severity Level: Target Response and Target Service Restore Times

Severity	Description	Target Response Time	Target Restore Times
P1	System-wide outages or severe functionality failures affecting all users. Production environment down or major business operations halted.	1 hour	12 working hours



P2	Operation of the service is significantly degraded, or a major feature/module is unavailable. The system remains accessible and a workaround may be available, but the issue is causing operational delay or presents a material business risk.	4 hours	2 working days
P3	The service remains available and core functionality is operating, but the Customer experiences degraded performance or intermittent issues. A workaround is available and the business impact is limited, however the issue causes disruption for users and requires a planned resolution within an agreed timeframe.	4 hours	4 working days

Notes:

- “Restore service” can include a workaround.
- Timers pause if we are waiting for customer input, access, or confirmation.
- The SLA applies to incident response and service restoration activities. Software defects that require code changes are managed through our release management process and are delivered through scheduled releases. Where a defect causes service unavailability or degradation, we will make reasonable efforts to provide a workaround or mitigation to minimise disruption. Any longer-term software change will be progressed in line with standard release cycles and prioritisation.

For the avoidance of doubt, Target Response Times and Target Restore Times are service targets that we will actively manage towards, dependent on the nature and complexity of the issue. The Customer will receive regular progress updates until service is restored.

Support escalations

Jaama uses an escalation process to ensure high-impact or time-sensitive incidents receive the right level of attention, faster coordination, and clear customer updates.

When a ticket will be escalated

A ticket may be escalated where:

- the issue is **Critical** or **High severity**
- the issue is **at risk of exceeding** Target Response or Target Restore times
- the issue is **recurring** or affecting multiple users/customers
- the Customer requests escalation via the Customer Support Manager

Level	Escalation owner	Typical use
Level 1	Support Analyst (Support ticket owner)	Initial triage, investigation, and customer updates
Level 2	Customer Support Manager	Increased priority, deeper investigation, co-ordination
Level 3	Head of Customer Support	Engineering-led diagnosis, mitigation planning



Level 4	Customer Success Director	Sustained critical impact, high customer risk, executive oversight
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Customer escalation route

Customers can request escalation by:

- replying within the ticket thread, or
- contacting their Customer Support Manager

Jaama will confirm the escalation level and next steps.

Notes: Escalation supports faster coordination and decision-making. It does not change the nature of the issue, or guarantee a specific outcome where resolution is dependent on third parties, customer action, or a scheduled software release.

Customer responsibilities

Customers are responsible for:

- providing accurate information and timely access for investigations
- maintaining their own network, devices, and browser compatibility
- assigning a named contact for escalation (recommended)

Planned maintenance

We aim to provide 5 business days' notice for planned maintenance. Urgent maintenance may be communicated with less notice where required

Review

This SLA will be reviewed annually or when there are significant service changes.

Further Information

For further clarifications for customers, we provide additional information on the SLA in the form of FAQs and other clarifications, at the following website link: <http://www.jaama.com/pubsecsla>