

Managed Services Agreement
Between

Funasset Limited
Foundry House
Foundry Road
Taunton
TA1 1JJ
Company Registration Number:
02078429

and

Client

THIS AGREEMENT is made on

BETWEEN

(A) Funasset Limited, whose registered address is Foundry House, Foundry Road, Taunton, TA1 1JJ, Company Registration Number 2078429 ("Funasset");

and

(B) xxx (Customer)

1. Definitions

- 1.1 "Agreement" means this contract made between Funasset and the Customer including all Schedules and any documentation referred to herein and any amendments made in accordance with Clause 2.
- 1.2 "Charges" means those charges as defined within Schedule Two to this Agreement.
- 1.3 "Commencement Date" means <date>
- 1.4 "Controller" shall have the meaning set out in the UK GDPR.
- 1.5 "Customer" means the customer named on the front of this Agreement.
- 1.6 "Data Protection Legislation" means all applicable legislation relating to privacy or data protection in force from time to time, including any statute or statutory provision which amends, extends, implements or consolidates or replaces the same, and in particular, to the extent applicable and without limitation, the GDPR, the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018.
- 1.7 "Data Subject" shall have the meaning set out in the UK GDPR
- 1.8 "Deliverables" means the goods and/or services that Funasset is producing for and/or provides to the Customer.
- 1.9 "Early Termination Fee" means the charges payable by the Customer in accordance with Clause 3.5.

- 1.10 “GDPR” means the European General Data Protection Regulation being Regulation (EU) 2016/679.
- 1.11 “Indexation Value” means the figure calculated by taking the total of all percentage change values of the Retail Price Index excluding Mortgage Interest Payments (RPIX) as issued by the Office for National Statistics in table RP07 for the previous 12 months and dividing it by 12, expressed as a percentage;
- 1.12 “Intellectual Property Rights” means all intellectual and industrial property rights, know-how, licence, patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.13 “Normal Working Hours” means between 09:00-17:30 hours, Monday to Friday (excluding Public Holidays and Bank Holidays).
- 1.14 “Order” means an order for Services placed by the Customer (directly or by Customer’s end user customer) on the Funasset system in accordance with Funasset’s specifications detailed in the Funasset User Guide.
- 1.15 “Personal Data” shall have the meaning set out in the UK GDPR.
- 1.16 “Processor” shall have the meaning set out in the UK GDPR.
- 1.17 “Retail Price Index” means the measure of change in the general level of prices charged for goods and services bought for the purpose of consumption by the great majority of households in the United Kingdom as provided by the Office for National Statistics.
- 1.18 “Services” means the ‘hybrid mail services’ provided under this Agreement by Funasset and as listed within Schedule One of this Agreement.
- 1.19 “Service Levels” means the measurement of the Services to be provided by Funasset to the Customer.
- 1.20 “Term” means 6 weeks from the date of the Commencement Date of this Agreement.
- 1.21 “Termination Date” means the date on which the provision of the Services under this Agreement ends, whether through the expiry of the Term or termination of this Agreement under clause 3.

2. General

- 2.1 In consideration of the Customer paying the Charges Funasset agrees to provide the Services to the Customer on the terms and conditions set out in this Agreement.
- 2.2 This Agreement supersedes all previous agreements, contracts, arrangements or understandings in any form whatsoever between the Customer and Funasset and contains the entire understanding of the parties on the subject hereof. These terms and conditions shall not be varied, and no conditions contained in quotations, letters, advice notes, invoices or other communications issued by Funasset or any instructions contained within any purchase order shall annul or vary them in each case unless expressly agreed in writing and signed by both parties.
- 2.3 Following agreement by the parties to vary or amend any matter specified in a Schedule to this Agreement a replacement Schedule shall be prepared and following the agreement in writing of both parties to such variations or amendments, the replacement Schedule shall take effect from the date specified therein.
- 2.4 References to statutory provisions include those statutory provisions as amended and re-enacted.
- 2.5 The headings in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.
- 2.6 Words suggesting the singular include the plural, and vice versa.

3. Commencement and Termination

- 3.1 This Agreement shall start on the Commencement Date and finish at the end of the Term or earlier by proper termination under this clause 3.
- 3.2 The Customer may terminate this Agreement upon giving to Funasset not less than 90 days written notice of termination, to take effect on or at any time after the Commencement Date.
- 3.3 Subject to Clause 3.6 below either the Customer or Funasset may terminate this Agreement by written notice having immediate effect if the other party shall have committed a material breach of this Agreement and such breach shall have remained unremedied for 30 days following the service of written notice calling upon the other to remedy the same.
- 3.4 Funasset may terminate this Agreement by written notice having immediate effect if:
 - (a) the Customer makes or offers to make any arrangement or composition with its creditors, or if any resolution or petition to wind up the Customer's business shall be passed or presented (and not vacated within 30 days) otherwise than for the purposes of amalgamation or reconstruction, or if any administrator or administrative receiver is appointed over the Customer's undertaking property or assets or any part thereof; or
 - (b) the Customer has failed to make any payment within 90 days of the due date.
- 3.5 The Customer may terminate this Agreement by written notice having immediate effect if Funasset makes or offers to make any arrangement or composition with its creditors, or if any resolution or petition to wind up Funasset's business shall be passed or presented (and not vacated within 30 days) otherwise than for the purposes of amalgamation or reconstruction, or if any administrator or administrative receiver is appointed over Funasset's undertaking or property or assets or any part thereof or any similar event.
- 3.6 Should either party exercise its right to terminate in accordance with Clause 3.4 or 3.5 above, the Customer shall pay any monies outstanding or owing to Funasset without deduction or set off within 30 days of the date of termination.
- 3.7 Termination of this Agreement shall be without prejudice to the rights of the parties accrued prior to such termination.
- 3.8 Any Orders placed (i) on or before a termination notice is received or (ii) prior to the Termination Date, but not completed by Funasset may be fulfilled subject to the terms and conditions of this Agreement.

4. Charges and Invoicing

- 4.1 All charges for the Services are listed within Schedule Two to this Agreement and are exclusive of the prevailing HM Revenue and Customs Value Added Tax rates.
- 4.2 All Charges will be in British Pounds.
- 4.3 The Charges invoiced calendar monthly in arrears. All invoices are payable within 30 days of receipt of the invoice.
- 4.4 If the Customer fails to make any payment when it is due Funasset may charge interest (both before and after judgment at a rate of 2% per month on overdue payments from the date they were due, to the date the Customer pays them.
- 4.5 Funasset may vary the Charges in line with the then current prices of Funasset and its suppliers, by giving the Customer not less than 30 days prior written notice of the new charges, provided that:
 - (i) except for third party costs, no such variation shall take effect in the first 36 months of this Agreement and thereafter no more often than once every twelve months; and the variation shall be to increase the charges by no more than the Indexation Value.
 - (ii) in respect of third party costs over which Funasset has no control being Royal Mail and the Relevant Paper Market Digest Index, the percentage increase shall match the increase

applied by the third party and Funasset shall provide evidence of such increase to Customer in accordance with Schedule 2.

- 4.6 For the avoidance of doubt, in the event that Charges are varied pursuant to a change in the Services or additional services being provided, this clause 4 shall not preclude a variation in price.
- 4.7 If the Customer requires extra administrative services from Funasset, such as (but not limited to) a copy of a document or letter, the Customer agrees to pay to Funasset any charges for that service, as notified to the Customer.
- 4.8 All payments to be made by the Customer under this Agreement shall be made without deduction for or on account of tax unless the Customer is required by law to make the payment subject to the deduction or withholding of tax, in which case such payments shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, Funasset receives and retains a sum equal to the sum Funasset would have received and retained had such deduction or withholding not been made.

5. Services

- 5.1 Funasset will provide the Services during Normal Working Hours as specified in Schedule One to this Agreement.
- 5.2 Each Order for Services placed by the Customer shall be subject to the terms and conditions of this Agreement and Schedule One to this Agreement. If an Order is performed outside of Normal Working Hours any additional charges reasonably and properly incurred will be detailed in the invoice.
- 5.3 Funasset will provide the Services in accordance with the Service Levels set out in Schedule Three to this Agreement.
- 5.4 Funasset will comply with such timescales as the Customer shall notify to Funasset.
- 5.5 Funasset will inform the Customer of any difficulty or delay actual or expected in the performance of the Services and its proposed remedial action.
- 5.6 Funasset shall not be in breach of this Agreement where it fails to meet any of the Services or Service Levels as a result of an act or omission by the Customer, its agents, representatives or staff.
- 5.7 Funasset warrants to the Customer that it has the full power and authority to enter into and perform this Agreement.
- 5.8 Funasset warrants that the Services will be carried out with reasonable skill and care and in accordance with good industry practice.
- 5.9 Funasset shall ensure that the Services conform in all material respects to the agreed specification.

6.1 Distribution and Delivery

- 6.1. The Charges in Schedule Two are detailed in paragraph 1.1. Anything not covered by the agreed pricing table will be agreed between the parties on an ad-hoc basis.
- 6.2. Additional distribution requirements of finished items will be carried out at the Customer's cost, price to be agreed between the parties.
- 6.3. Whilst Funasset will act on behalf of the Customer to arrange all necessary collection and deliveries, Funasset shall not be responsible for any loss, damage or liability arising resulting from any delay in the collection or delivery of the Deliverables outside of its control.

7. Intellectual Property Rights

- 7.1 Funasset will retain all Intellectual Property Rights which exist or vest with Funasset prior to the Commencement Date. The ownership of any computer software (including source codes or similar

material) created and used by Funasset in relation to the Services shall remain vested in Funasset and shall remain Funasset's Intellectual Property Rights.

- 7.2 Funasset grants to Customer and the Customer's end user customers and/or shall ensure that Customer and the Customer's end user customers are granted for the duration of this Agreement a non-exclusive, world-wide, royalty-free licence to use any Intellectual Property Rights of Funasset and/or any third party to the extent necessary for the purpose of Customer receiving the benefit of the Services.
- 7.3 Funasset shall indemnify any claim brought against Customer that its normal use or possession of the Deliverables and/or Services infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer.
- 7.4 Customer and its end user customers retain all Intellectual Property Rights, interests and title in and over their own data, software and systems and all trade secrets, copyright, patent rights, ideas and any other intellectual property rights in relation thereto remain the exclusive property of Customer or its end user customers.
- 7.5 The Customer is solely responsible for determining the propriety of any documents, in whatever format, which the Customer instructs Funasset to produce or reproduce as part of the Services.
- 7.6 The Customer will indemnify Funasset in the event of any claim in respect of the alleged infringement of copyright where such claim arises as a result of Funasset acting in accordance with the Customer's written instructions in respect of the provision of the Services.
- 7.7 Where Funasset provides Third Party Licensed Software to the Customer, the terms applicable to such Third Party Licensed Software shall be those determined by the third party licensors. Funasset shall provide such licence terms to the Customer prior to using the Third Party Licensed Software.

8 Confidentiality

- 8.1 Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives, advisers, or to any member of staff who need to know such information in the performance of this Agreement, any Confidential Information of the other party.

"Confidential Information" means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, implementation plans, software, proprietary data whose disclosure to third parties may be damaging and other similar information, and any software or materials which have been, or will be supplied to Funasset by Customer in connection with this Agreement including all data (including Personal Data) provided by Customer including its end user customer's data.
- 8.2 The undertakings set out in Clause 8.1 above shall not apply to any Confidential Information which is:
 - 8.2.1 at the time of receipt from the disclosing party, or subsequently, becomes available to the public otherwise than by breach of this Agreement by the receiving Party;
 - 8.2.2 already in the unrestricted possession of the receiving party prior to receipt from the disclosing party;
 - 8.2.3 lawfully disclosed to the receiving party by a third party without restrictions on its use or disclosure;
 - 8.2.4 independently developed by the receiving party; or
 - 8.2.5 in any event, five years after communication of the Confidential Information between the parties.
- 8.3 Both Funasset and the Customer undertakes to the other to make all relevant employees, agents, advisers and sub-contractors aware of the confidential nature of the Confidential Information disclosed by the disclosing party and the provisions of this clause 8 and, without limitation to this

clause, to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents, advisers and sub-contractors with the provisions of this clause 8.

- 8.4 The provisions of clause 8.1 shall not prevent disclosure of Confidential Information by the receiving party where and to the extent that such disclosure is required to be made:

8.4.1 by any order of a court of competent jurisdiction or any regulatory authority competent to require such disclosure; or

8.4.2 by law, legislation or regulation.

- 8.5 Without prejudice to any other remedies or rights that the disclosing party may have, the receiving party acknowledges and agrees that if Confidential Information is used or disclosed other than in accordance with this Agreement, the disclosing party shall be entitled to apply for an injunction or other equitable relief for any threatened or actual breach of this clause 8, in addition to any damages or other remedy to which it may be entitled.
- 8.6 All materials containing Confidential Information supplied to either party by or on behalf of the other and which are designated in writing to be the property of the disclosing party or of a company associated with the disclosing party shall remain the property of the disclosing party or of its associated company and shall be returned to the disclosing party reasonably promptly at its request together with all copies in the possession of the receiving party. A recipient of Confidential Information shall on the request of the other party destroy or otherwise dispose of all tangible and electronic copies containing such Confidential Information.

9 Liability

- 9.1 Neither party excludes or restricts its liability under or with reference to this Agreement for death, personal injury, fraud or fraudulent misrepresentation to the extent it results from its negligence or that of its employees, agents or subcontractors or for breach of clauses 7, 8 or 10.
- 9.2 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other ((including in respect of the Customer, it's end user customers) whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Agreement shall be limited to £5,000,000 in aggregate.
- 9.3 Except where liability arises under Clauses 9.1 and 9.2 and subject to clause 9.5, the aggregate liability of Funasset in respect of any loss, damage or liability suffered by the Customer and arising out of or in connection with this Agreement, whether in contract, tort (including but not limited to negligence) or for breach of statutory duty or in any other way (including but not limited to liability under any indemnities given in this Agreement), shall be limited to the a maximum equal to the monies paid or payable by the Customer under this Agreement in the twelve (12) month period immediately preceding the date of the claim arose.
- 9.4 Except where liability arises under clauses 9.1 or 9.2 and subject to clause 9.5 Customer's total aggregate liability arising under or in connection with this Agreement and including liability expressly provided for under this Agreement shall not exceed the price paid or payable for the Services during the 12 months preceding the date on which the claim arose.
- 9.5 Neither party shall be liable to the other in respect of any loss, damage or liability arising out of or in connection with this Agreement, whether in contract, tort (including but not limited to negligence) or

for breach of statutory duty or in any other way (including but not limited to liability under any indemnities given in this Agreement) for:

- (i) any indirect or consequential loss;
- (ii) any loss of goodwill or reputation; or
- (iii) the loss of any anticipated savings;

in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement.

10 Data Protection

10.1 In this Clause 10, the terms Controller, Processor, Processing and Data Subject have the meanings given to them in the Data Protection Legislation.

10.2 The Parties acknowledge that the Customer is a Controller and Funasset is a Processor in relation to Personal Data processed by Funasset pursuant to this Contract.

10.3 The Personal Data which could be processed by Funasset in performing the Services (including where the processing is broadly the storage and transfer of data used by the Customer in the course of carrying on its business within its systems which Funasset hosts or provides compute infrastructure for) could relate to any individual anywhere in the world with whom the Customer and its users are doing business, providing a service, employing (either potentially or historically) and anyone related to such individuals. The Personal Data could be any type of personal data or special category of sensitive Personal Data that is included within emails, information or documents sent to or from the Customer's users or created by them, all as determined by Customer's users. The Personal Data will be processed for the duration of the Services and will be deleted by the Customer and Funasset in accordance with their respective retention policies or its users' actions, during (in the case of the Customer) and following termination of this Contract.

10.4 The Customer shall:

- (a) ensure it has all necessary rights and consents to Process Personal Data and to disclose Personal Data to Funasset in accordance with the applicable Data Protection Legislation;
- (b) provide the Processor with documented instructions regarding the Processing to be carried out which may consist merely of the obligation to perform the Services in accordance with the Contract; and
- (c) be responsible for ensuring that appropriate technical and organisational measures are in place for all Personal data Processed within the Customer's IT Environment by the Customer and Funasset. The Parties agree that it is not appropriate for Funasset to be responsible for determining appropriate technical and organisational measures related to the Customer's IT Environment.

10.5 The parties agree that the Customer is also responsible for determining, when the Regulation comes into force, whether further security measures in addition to the security obligations set out in this Contract are required for the Customer to comply with its obligations under Article 32 of the Regulation, as taking into account the nature, scope, context and purposes of the processing it carries out under this Contract, as Funasset does not have knowledge of the Personal Data sufficient to enable it to analyse the appropriate technical and organisational measures for the Personal Data.

10.6 Funasset shall:

- (a) Process the Personal Data only on the documented instructions of the Customer as set out in this Contract to perform its obligations under this Contract and ensure it takes steps to ensure that its

personnel only Process Personal Data on documented instructions from the Customer, unless required to do otherwise by applicable law; and

- (b) comply with the data security obligations, if any, as set out in this Contract only, which are appropriate to the nature of the processing undertaken by Funasset.

10.7 Upon the Regulation coming into force Funasset shall:

- (a) ensure that its personnel who are authorised to Process Data are under obligations of confidentiality that are enforceable by Funasset;
- (b) taking into account the nature of processing and the information available Funasset, assist the Customer, at the Customer's request and cost (at Funasset's then current charge out rates): (i) in ensuring compliance with the Customer's obligations in Articles 32-36 of the Regulation; and (ii) with its obligations to comply with Data Subjects' requests and Data Subjects' rights under Chapter III of the Regulation through the use of appropriate technical and organisational measures; and
- (c) the written election of the Customer, either or return the Personal Data (including all copies of it) at any time upon request by the Customer or promptly upon termination or expiry of the Contract.

10.8 Funasset shall not Process or transfer Personal Data outside of the UK without the prior written consent of the Customer and without putting in place adequate protection for the Personal Data to enable compliance by the Customer and Funasset with their obligations under applicable Data Protection Legislation. Prior to any such transfer or Processing of Personal Data outside of the UK (or to a country without a finding of adequacy), the Customer and Funasset shall enter into a data transfer agreement on the terms of standard contractual clauses approved by the European Commission.

10.9 The Customer consents to the appointment by Funasset of sub-processors as necessary for Funasset to provide the Services.

11 Risk and Title

11.1 The parties agree that upon collection or delivery (whether to the Customer or any other delivery point requested) of the Deliverables, risk and title in the Deliverables shall pass to the Customer.

12 Notices

12.1 Any notice required to be given under this Agreement shall be validly given if in writing and delivered personally or sent by prepaid first class post to the Company Secretary of each party at the address as stated on the front of this Agreement or as notified in writing from time to time by such party.

12.2 Any notice shall be deemed duly served if delivered personally at the time of delivery, or if posted on the second working day after being put in the post.

13 Waiver and Invalidity

13.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement. A waiver of any default shall not constitute a waiver of any subsequent default.

13.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental

as to prevent the accomplishment of the purpose of this Agreement, the Customer and Funasset shall immediately commence good faith negotiations to remedy such invalidity.

14 Assignment

- 14.1 Either party may assign its obligations under the Agreement subject to the other party's written consent which shall not be unreasonably withheld or delayed.

15 Sub-Contracting

- 15.1 Subject to Clauses 15.2 and 15.3 below Funasset may sub-contract its obligations under the Agreement subject to the written consent of the Customer which shall not be unreasonably withheld or delayed but may include conditions including but not limited to the sub-contract having no less protective terms in place under a written contract covering as a minimum, data protection, confidentiality, service levels and vetting of staff.
- 15.2 The Customer consents to Funasset using Xerox (UK) Limited as its sub-contractor provided that Funasset has no less protective terms in place with Xerox under a written contract covering as a minimum, data protection, confidentiality, service levels and vetting of staff.
- 15.3 Notwithstanding any consent to sub-contract under this Clause 15 such consent shall not relieve Funasset from any liability or obligations under this Agreement and Funasset shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents.

16 Joint and Several Liability

- 16.1 If more than one person is named as the Customer the liability of each under this Agreement shall be joint and several.

17 Force Majeure

- 17.1. Neither party shall be liable for any delay or failure in performing any of its duties or obligations (in whole or in part) where such delay or failure is beyond the reasonable control of that party including without limitation national emergency, war, prohibitive Governmental legislation, embargo, industrial action external to Funasset, breakdown or failure of telecommunications or equipment external to the Service, interruption of or failure by statutory undertakings or other suppliers to supply materials or facilities, act of God, fire or terrorism or otherwise.
- 17.2. If either party is unable to perform its duties or obligations under this Agreement as a direct or indirect result of any such failure or delay then that party shall give written notice to the other of such inability stating the reasons and those duties and obligations shall be suspended accordingly for so long as the party is unable to perform. Forthwith upon the reasons ceasing to exist the party relying on it shall give written notice to that effect.

18 Third Party Rights

- 18.1 It is not intended that a third party shall have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999, save that the Customer acknowledges that the indemnities given in Part B of Schedule Five of this Agreement are given for the benefit of Funasset and of any other company in the Funasset Group against whom claims may be brought in respect of the employees who are the subject of these provisions and such Funasset Group

company shall have the right to enforce such indemnities accordingly.

19 Set-Off

- 19.1 Neither party shall withhold nor set-off any payment due to the other party under this Agreement against any actual or alleged claim such party may have against the other under this Agreement or any other agreement between the parties.

20 Governing Law

- 20.1 All disputes arising out of or under this Agreement that are not resolved by the Customer's account manager and Funasset's account manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer and Funasset's account manager's managers and then third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, the dispute may be referred to the English courts.
- 20.2 This Agreement shall be governed by and construed in accordance with the laws of England. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

Schedule One – Services

1. Services to be provided

- 1.1 The Customer requires the following:
- (i) Funasset to host a fully managed solution on behalf of the customer
 - (ii) Installation of HybridMail Print Drivers on to the Customers PC/network infrastructure with unlimited number of users enabled via Active Directory (LDAP or SAML 2)
 - (iii) Funasset to supply a licence for the HybridMail software platform enabling the Customer's end users to digitally send mail via the Customers secure network
 - (iv) An interface on the HybridMail enabling users to automatically send letters directly via a simple "printer select" method.
 - (v) Received letters to be printed, inserted into envelopes and processed by Funasset's or its authorised sub-contractor's print centres ready for Royal Mail delivery.
 - (vi) Branded version of HybridMail solution to match customers corporate style
 - (vii) Recommend and highlight areas to Customer for improvement on the rate of success when merging and matching documents.
 - (viii) Supply management information reporting to track and understand the level of successful delivery of letters.

2 Performance of the Services

- (i) The Funasset solution is built around the utilisation of high performance server technology.
- (ii) The workflow of the solution for printing and despatch as follows:
- (iii) The Customer's data is sent to Funasset servers via secure TLS1.2 256b encryption end to end.
- (iv) The servers are hosted on resilient Tier Data Centre isolated cisco infrastructure.
- (v) Data will be supplied by Customer in PDF format,
- (vi) Data is received into the production server.
- (vii) Jobs will be logged and checked for clear addressing format to enable full postal discounts. Fully formatted documentation will be directed to the print server.
- (viii) Confirmation of dispatch and MI reports will be sent to the Customer via Excel format which is also viewable on the HybridMail portal.
- (ix) A review meeting will be held monthly and tailored to the Customer's requirements, during the term both parties may request a meeting when required at mutually convenient time.
- (x) Funasset shall in accordance with this Agreement process all HybridMail letters that have been accepted by Funasset under the Service.
- (xi) Funasset reserves the right to reject or refuse to accept any letter that fails to comply with Funasset requirements as detailed in the Funasset User Guide.
- (xii) The Customer acknowledges that Funasset is required to use Royal Mail for the final sortation and delivery, and accordingly is not able to offer any assurance as to the actual delivery date of any Customer letter as part of this Service.

Schedule Two - Charges

1. Charges for the Services

- 1.1 In accordance with Clause 4 of this Agreement the Charges for the Services are set out in the table below called 'Funasset Hybrid Mail Rates **DATE**.xlsx'. Charges are based on the volume of services user and produced during the billing period (per calendar month) at the rate detailed in the table. Should volumes increase or decrease during the next month the new Charges will be calculated based on the new volume.
- 1.2 All Charges will be in British Pounds.
- 1.3 Royal Mail postal charges – First Class/Second Class charges are based on Royal Mail's current rate; should Royal Mail's rate of postage increase Funasset reserve the right to pass the increase onto the Customer. Any adjustment required shall be made in accordance with clause 4.5.
- 1.4 Funasset will track paper prices against the Relevant Paper Market Digest Index and will notify the Customer of any increase to this which effects the Charges and shall increase the paper price in accordance with clause 4.5.
- 1.5 Funasset may increase the charges at any time to take into account an increase in third party costs, over which it has no control as detailed in paragraphs 1.3 and 1.4 above and apply the increase to the charges to match the increase applied by such third party, in respect of that element of the charges provided it gives Customer 30 days written notice of such increase. Funasset may not apply such increase retrospectively. On request Funasset shall provide evidence of such increase applied by the third party.

Schedule Three – Service Levels

Days of Support Cover	Hours of Support Cover
Monday thru Friday excl. English National Holidays	8:30 - 18:00 GMT

If out of hours support cover is required this can be provided on ad hoc basis, at additional cost, prices available on request.

SEVERITY LEVEL *	RESPONSE TIME	TIME TO START ESCALATION PROCESS	TARGET FIX TIME
1	Target immediately within less than 15 minutes	30 minutes	1 hour
2	Target immediately within less than 30 minutes	1 hour	2 hours
3	1 hour	2 hours	4 hours

Severity 1 Problems which may be described as catastrophic which (based upon the Funasset's reasonable opinion at the time of the request using its knowledge and experience and reasonable skill and care) do or are likely to materially and negatively impact on the Customer's ability to meet its cut off time to Mailing Items delivered into Royal Mail (e.g. where the Solution is down or the Solution is operating slowly or the Customer has no or limited critical application production capability) will, in general, be allocated to this severity level.

Severity 2 Any failure which is not a Severity 1 failure and is a failure of a major function in normal operation which is unusable and (based upon the Funasset's reasonable opinion at the time of the request using its knowledge and experience and reasonable skill and care) there is an awkward work around or any other function is unworkable and there is no known work around (e.g. where the failure has a material impact to the Customer in relation to the effectiveness of the Solution and/or has a cost implication on the Customer's operation).

Severity 3 Any major or minor function failure of the Solution that is not a Severity 1 or Severity 2 which is unworkable and there is an effective work around.

Customer may challenge any classification of an error and ask for the Severity Level to be re-classified.

Service Level Agreement

Hosted Service	Measurement	Achievement
HybridMail end-user web client	The Funasset Servers used to provide the solution must be up 99.98% of any 12 month period. This excludes any scheduled down time periods as agreed between parties from time to time. Unplanned downtime must not exceed 8.7 hours in any given 12 month period.	99.98%
HybridMail servers	The Funasset Servers used to provide the solution must be up 99.98% of any 12 month period. This excludes any scheduled down time periods as agreed between parties from	99.98%

	time to time. Unplanned downtime must not exceed 8.7 hours in any given 12 month period.	
HybridMail website	The Funasset Servers used to provide the solution must be up 99.98% of any 12 month period. This excludes any scheduled down time periods as agreed between parties from time to time. Unplanned downtime must not exceed 8.7 hours in any given 12 month period.	99.98%
Network infrastructure	Funasset shall be responsible for managing bandwidth and uptime of internet connection to HybridMail, must be up 99.98% of any 12 month period. Funasset shall be responsible for managing the provision of communication lines between data centre and print service centres, must be up 99.98% of any 12 month period	99.98%
Print & Mail	Measurement	Achievement
Processing of mail	Funasset will process 100% of items received by the agreed cut off time so they are deliverable to DSA provider (e.g. Whistl or UK Mail) within agreed timelines, measured on a monthly basis.	100%
Postal items delivered to Postal provider	% of letters delivered to Postal provider within agreed timelines measured on a monthly basis.	100%
Returned Items from Royal Mail	All returned items scanned into Funasset Mail software within 24 hrs of receipt.	100%
Accurate and timely management information.	Delivered by 5th working day of each month/accuracy.	98%
Printing accuracy	Accuracy of printing agreed documents measured by returns and/or customer feedback.	99%
Accuracy and timing billing of customer	Accuracy/timeline	100%
Access to customer support. Telephone support will be provided Monday – Friday 08:30 – 18:00 (excluding bank holidays)	Availability	100%
Complaints handling: a) Acknowledgement of complaint within 24 hours of receipt,	Completing on time	98%

b) Resolution of mitigating action advised within 48 hours of receipt of complaint.		
Printing and finishing equipment to be available.	Timely and accurate delivery.	99%
International – on time mailing collection	Timely and accurate delivery.	99.5%

KPI

Postal provider on time mailing delivery.	Accuracy of delivery (including loss or damage) to the Royal Mail Access point.	99.5%
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Reprints will only be carried out if the mail item is not passed to the DSA provider.

The parties shall meet (which may be by telephone conference) no less than once a month to discuss and monitor the service levels and KPIs and request any changes to them.

If Funasset fails to meet the above service levels including the KPIs then Funasset shall put a rectification plan in place with the agreement of the Customer. If Funasset fails to meet the services levels and/or KPIs a second time the parties shall discuss what charges, if any, shall be payable in respect of those services taking into account a rebate for the service(s) not delivered or delivered late, any costs and losses incurred by Customer, and any agreed deductions for poor performance.

Signed by: Signed by:

Print Name: Print Name:

For and on behalf of Funasset Limited

For and on behalf of "Customer"

Title: Title:

Date: Date: