

MASTER SERVICE AGREEMENT

This Agreement is made as of dd/mm/yyyy between MIS Active Finance Limited ("Supplier"), having its principal place of business at Century House, Gadbrook Business Centre, Northwich, Cheshire, CW9 7TL and

Name:		("Client")
Address:		

Client's purchase and use of the Supplier products and services specified in each **Schedule 1** mutually entered into hereunder is subject to all terms and conditions in this agreement, and all schedules and attachments hereto (collectively, the "Agreement"). Each party represents and warrants to the other that the person entering into this Agreement is authorised to sign this Agreement on behalf of said party.

For the Client:

For the Supplier:

By:			By:	
Authorised Signatures			Authorised Signatures	
By:			By:	
Print Name & Title			Print Name & Title	
Date:			Date:	

TERMS AND CONDITIONS

Contents

1. DEFINITIONS.....	3
2. TERMS OF SERVICE.....	5
3. CLIENT RESPONSIBILITIES RELATING TO USE OF THE SERVICE.....	6
4. OWNERSHIP	7
5. FEES	7
6. WARRANTIES	8
7. INDEMNIFICATION BY SUPPLIER.....	8
8. INDEMNIFICATION BY CLIENT	9
9. CONFIDENTIALITY.....	10
10. DATA PROTECTION.....	11
11. LIMITATION OF LIABILITY	11
12. TERM AND TERMINATION	12
13. DISPUTE RESOLUTION PROCEDURE.....	14
14. GENERAL.....	15
15. VARIATION ORDERS.....	17
16. ANNOUNCEMENTS.....	17
Schedule 1 – Service Details	18
Schedule 2 – Data Processing Agreement	22
Schedule 3 – DPA Agreement Personal Data.....	28
Schedule 4 – DPA Authorised Sub-Processors	30
Schedule 5 – DPA Technical and Organisational Measures.....	31
Schedule 6 – Terms of Use.....	35

TERMS AND CONDITIONS

1. DEFINITIONS

"Access"; is your connection to the System using **SSO** or an authorised ID and a Password.

"Additional Modules"; an independent unit of the solution that is outside of the scope of the solution at the date of signing the **Agreement**.

"Adequacy Decision" means a valid adequacy decision or regulation under the Data Protection Laws as a result of which a Restricted Transfer to a specified country or territory is not prohibited;

"Affiliate" means, with respect to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such party, or a separate, independent, incorporated, registered charity that is recognised by the Client as a branch of Client in accordance with its Articles of Association and / or any contractual branch agreement;

"Agreement Personal Data" means Personal Data which is to be processed by the Supplier (including any Sub-Processor) in connection with this Agreement, as more particularly described in Schedules 2, 3, 4 and 5 of this Agreement;

"Announcement" means any public announcement, circular or other communication about or containing information about the terms, subject matter or existence of this Agreement or any matter arising out of or ancillary to this Agreement including:

- (a) the Parties' performance of their obligations under or in connection with this Agreement; and
- (b) any dispute between the Parties in respect of this Agreement or any such matters arising out of or ancillary to it.

"Availability" means the percentage of total time during which the Service network is available to Client and Client can access the Service system interface.

"AWS" means Amazon Web Services EMEA SARL of 38 Avenue John F Kennedy, L-1855, Luxembourg

"Business Day" means a single working day within the Business Hours

"Business Hours" means the normal working hours of Supplier being 0900 to 1700 on Monday to Friday with the exception of England's Public Holidays.

"Change Control Note" ("**CCN**") means the document agreed by both parties following approval of a change under the change management process and shall be made available by the Supplier.

"Client Data" means all data stored by Client or any of its Affiliates in the Service.

"Client Equipment" means Client's and its Affiliates' computer hardware, software and network infrastructure used to access the Service.

"Confidential Information" has the meaning set forth in Section 9.

"Control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity.

"Cookie"; a small text file that can be read by a web server in the domain that put the cookie on your hard drive as permitted by **Schedule1**.

"Data Protection Legislation" means all applicable laws, regulatory requirements and codes of practice relating to data protection, the processing of Personal Data and privacy in force from time to time, including (as applicable to the processing):

the United Kingdom General Data Protection Regulation ("**UK GDPR**") the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended (together "**UK Data Protection Legislation**"); and/or,

the General Data Protection Regulation ((EU) 2016/679)) ("**EU GDPR**") and the Privacy and Electronic Communications Directive 2002/58/EC (as amended) (together "**EU Data Protection Legislation**"),

and references to "**Controller**", "**Data Subjects**", "**Personal Data**", "**processing**" and "**Processor**" have the meanings set out in and will be interpreted in accordance with such the applicable Data Protection Legislation (and "**process**" and "**processed**" will be construed accordingly).

TERMS AND CONDITIONS

"Data Protection Supervisory Authority" means any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Legislation and any replacement or successor body or person for any such authority from time to time;

"Documentation" means the description of the Service contained in the then current Service datasheet for the Supplier Service specified on the applicable Schedule 1, as posted on Suppliers website.

"DPA" means the data processing agreement between the parties which is incorporated into and governs the processing of Agreement Personal Data in connection with this Agreement, as set out in Schedule 4;

"Exit Plan" means the pre-agreed plan in the event of a contract exit either through terminations or cessation of the term.

"Exit Transition" means the enactment of the exit plan and is chargeable to the Client. The Supplier will offer reasonable endeavours to support the Client to transition smoothly to a new service and to minimise costs without risking business continuity for the Client. The Supplier agrees to cooperate with the Client to create an Exit Plan, however the Client shall remain responsible for the exit.

"Extension Term" means each renewal subscription period for which the subscription term applicable to an Order Form is extended pursuant to Section 12.

"Force Majeure Event" means an event, including without limitation, a natural disaster, actions or decrees of governmental bodies or communications line failure which (i) hinders, delays or prevents a party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such party, and (iii) by the exercise of reasonable diligence such party is unable to prevent or provide against.

"Framework" means the procurement framework through which the services are procured.

"Good Industry Standards & Practice" means the level of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would (at the relevant time) be adopted by a leading professional provider of services in the nature of the Services.

"ID"; an e-mail address, combined with a Password that permits Access to the System. Authorised Users can choose their own ID, but each ID must comply with the syntax rules required by the Supplier.

"Initial Term" means the first subscription term period for the Service defined in Schedule 1, or if no such term period is defined, twelve (12) months, commencing on the date such Schedule 1 is executed by the parties.

"Later Versions"; later releases of the solution made available to You

"Notice Date" means the date upon which notice to terminate is issued.

"Password"; the key code which, combined with the ID, allows Access to the System. Authorised Users can choose their own Password, but each Password must comply with the syntax rules required by the Supplier.

"Personal Data Security Incident" means (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed; or (b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that Agreement Personal Data; or (c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems processing Agreement Personal Data

"Relevant Controller" means the Client's Affiliate that is a Controller in respect of the relevant Agreement Personal Data;

"Restricted Transfer" means any transfer of Agreement Personal Data which is undergoing processing, or is intended to be processed after transfer, to a Third Country;

"Scheduled Downtime"; planned time period when the System is unavailable to Users.

"Services" means the installation, implementation, training or other professional services provided hereunder by Supplier to Client.

"Single Sign-On (SSO)"; A method of allowing a user to sign in once and access multiple applications.

"Start Date"; will be the date this Agreement is signed.

TERMS AND CONDITIONS

"**Sub-Processor**" means any person (including any Affiliate of the Supplier) appointed, engaged or permitted by the Supplier to process Agreement Personal Data;

"**Taxes**" means any direct or indirect taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes.

"**Term**" means the Initial Term and any Extension Term applicable to each Schedule 1.

"**Termination Date**" means the date upon which the service ceases to be delivered by the Supplier.

"**Third Country**" means a country or territory outside: (a) where the UK Data Protection Legislation apply, the United Kingdom; or (b) where the EU Data Protection Legislation apply, the European Economic Area;

"**Transfer Safeguard**" means a safeguard authorised by the applicable Data Protection Legislation as a result of which a Restricted Transfer is not prohibited, including: (a) an Adequacy Decision; and (b) an appropriate safeguard which is binding on the relevant parties including the recipient of the Agreement Personal Data and which the Supplier ensures is supported by the completion, documentation and implementation of any risk assessment and subsequent mitigation measures (including technical, organisational or other) as required by the applicable Data Protection Legislation and as the Client may reasonably require from time to time;

"**Users**" of "**Authorised User**" means Client's and its Affiliates' employees, agents, contractors or consultants who are authorized by Client to use the Service and who have been supplied user identifications and passwords by Client or by Supplier at Client's request.

"**Variation Order**" means a contractual change to a service provided by the Supplier following approval through the change management process. This is also may be known as a "**Change Control Note**". The format of this commercial document is to be agreed between the Parties, however if not such agreement can be reached then the Supplier will provide the format required.

2. TERMS OF SERVICE

- 2.1 Supplier shall make the Service detailed in the accompanying **Schedule 1** available to Client in accordance with this Agreement, and each **Schedule 1** mutually entered into and, to the extent not in conflict with this Agreement or **Schedule 1**, the Documentation. As long as this Agreement is in effect the functionality of the Service will not be materially less than that defined in the Documentation in effect as of the Effective Date. Subject to the terms of this Agreement, Supplier grants Client and its Affiliates in the United Kingdom, fully-paid, royalty-free, limited term, non-sublicensable, non-transferable, and non-exclusive license to access and use the Service for Client's and its Affiliates internal business purposes only and subject to adherence with **Schedule 6**.
- 2.2 This Agreement shall include each of the Schedules which shall be deemed to be incorporated into the Agreement, to the extent provided for in this **clause 2.2**.
- a) **Schedule 1** – Service Details
 - b) **Schedule 2** – Data Processing Agreement
 - c) **Schedule 3** – Data Processing Agreement Personal Data
 - d) **Schedule 4** – Data Processing Agreement Sub-processors
 - e) **Schedule 5** – Data Processing Agreement Technical and Organisational Measures
 - f) **Schedule 6** – Terms of Use
- 2.3 Unless otherwise expressly stated:
- (a) terms defined in **clause 1** above shall apply to each of the Schedules; and
 - (b) in the event of any inconsistency between clauses in the main body of this Agreement and any of the Schedules, the provisions of the main body of this Agreement shall take precedence.

3. CLIENT RESPONSIBILITIES RELATING TO USE OF THE SERVICE

- (a) Client is responsible for obtaining and maintaining any Client Equipment and any ancillary services needed to connect to, access or otherwise use the Service. This includes coordination in a multi-supplier model for service delivery.
- (b) Client agrees to use the Service in compliance with applicable law, and not: (a) resell, sublicense, lease, time-share or otherwise make the Service available to any third party other than as contemplated by this Agreement; or (b) use the Service to send or store infringing or unlawful material or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. Either scenario would constitute a material breach of contract.
- (c) Client agrees to not (a) modify, copy or create derivative works based on the Service; (b) redistribute, sell, auction, reverse engineer, decompile or disassemble the Service; (c) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (d) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's or its Affiliates' own intranets or otherwise for its or its Affiliates' own internal business purposes; or (e) use the Service, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without Suppliers' prior written consent.
- (d) The scope of the Services provided, as prescribed in **Schedule 1**, are based on the available information at the time of signing the contract. Both parties agree that the information captured in the Statement of Works (SOW) shall be considered to be the baseline information for the service described in the SOW and deviations to that baseline information shall be handled through the change control process for that service. Additional charges for a change in the SoW may only be made where the Change Control Process has approved such changes.
- (e) Client acknowledges that Internet transmissions are never completely private or secure and understand that any message or information sent by it to the Supplier including through the Supplier's site may be read or intercepted by others. Transmissions within the solution are encrypted and behind security controls.
- (f) Client acknowledges responsibility for validating that any data uploaded to the System is true, complete and accurate. During the upload stage, the Supplier will provide assistance and guidance for Users as reasonably necessary. The Client retains full responsibility for the Client Data uploaded on the System at all times and the Supplier shall make no warranty as to the completeness or accuracy of the Data entered into the system. The Supplier may test Additional Modules or New Versions of the System against any data the Client uploads to the system provided that no additional charge is made to the Client for the Additional Modules or New Versions so tested and that no personal identifiable data is used. The sole purpose is to ensure that the upgrades may be checked against real data to validate the testing approach.
- (g) The Client and associated Users may choose, at the Clients discretion and control, to share data with other Users of the System. We are not responsible for monitoring or policing access should the Client choose to share the Clients Data with other users of the System.
- (h) The Client is responsible for configuring the Clients information technology, computer programmes and platform in order to access Our System. The Client should use the Clients own virus protection software.
- (i) The Client must not misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Client must not attempt to gain unauthorised access to our solution.

TERMS AND CONDITIONS

4. OWNERSHIP

- (a) All intellectual property pertaining to ActiveF shall remain the sole property of the Supplier. At no point shall the Supplier gain any ownership rights in the Client Information (as defined below). Client shall retain all ownership rights in the Client Data held within the service (collectively, "Client Information").
- (b) Business Continuity and the use or otherwise of intellectual property upon termination shall be addressed in the individual **Schedule 1**. In the event that this is not explicitly addressed in **Schedule 1** then the Supplier shall be the sole owner of the intellectual property rights as defined in 4a.
- (c) Subject to the terms of this Agreement, Supplier hereby grants Client a royalty-free, fully paid-up, non-exclusive, term limited, UK wide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), license to use the Services, only as expressly authorized herein for its internal business purposes. No license, right or interest in any Supplier or Client trademark, copyright, trade name or service mark is granted hereunder and they may not be used without the prior written permission of Supplier.

5. FEES

- (a) Unless otherwise specified in **Schedule 1**, the Fees stated in each **Schedule 1** shall be effective during the Initial Term specified in that **Schedule 1** and Fees for the Initial Term and each Extension Term shall be payable one month in arrears. Any contractual amendments to scope of service shall be treated as coterminous with the expiration of the Term in the **Schedule 1** including any extensions if enacted.
- (b) Unless otherwise specified in writing, all fees due hereunder shall be due and payable within thirty (30) days of receipt of invoice. The Client acknowledges that failure to make payment introduces significant working capital onto the Supplier and shall endeavour to make all payments within the allotted payment terms. Both parties agree that suspension of the service for non-payment of fees shall be considered as a final course of action following only after a dispute resolution process has been unsuccessful, in recognition of the importance of the service to the Clients customers. During a dispute, the Supplier may choose to limit the Clients access to the service configuration and limit the Client capability to enact change on the service. Any overdue payment shall be subject to the Late Payment of Commercial Debt (Interest) Act 1998 which entitles a simple interest charge at the rate of Bank of England base rate + eight percent (+8%) on an annualised basis or fraction thereof until paid and Client shall bear all costs (if any) of collection (including reasonable legal fees). All fees and additional payments, if any, shall be payable in the invoice currency stipulated in the **Schedule 1**, however the default currency is Pounds Sterling.
- (c) Unless otherwise provided, Suppliers' fees do not include any Taxes, and Client is responsible for paying all Taxes for which it is liable at law arising from its purchases hereunder, excluding Taxes based on Suppliers' net income or property. The Supplier has the legal obligation to collect Value-Added Taxes (VAT) for which Client is responsible, the appropriate amount of such Taxes shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate authorised by the appropriate taxing authority.
- (d) Client shall reimburse Supplier for all pre-approved and documented in writing, out-of-pocket travel and related expenses incurred by Supplier in performing Services at Client's location. Reimbursement of such expenses shall be due and payable within thirty (30) days of providing Client with proper documentation. Client shall be responsible for its own travel and out of pocket expenses associated with the Service Transition or Business As Usual Services. Expenses shall be at cost with mileage at the UK Government approved rate, at time of contract were 45 pence per mile and subject to future change.

TERMS AND CONDITIONS

- (e) All invoices will be raised in Pounds Sterling and unless otherwise stipulated in the **Schedule 1** the invoice will be provided to the Client in PDF format as the default. Recipient details are to be found in the **Schedule 1**.
- (f) Pricing will be governed by the **Schedule 1** through the Price & Payment Terms.
- (g) Payments will be accepted via BACS transfer only. The Supplier does not and will not accept cash, cheques or bankers draft as a valid forms of payment.

6. WARRANTIES

- (a) Each party represents and warrants that
 - i. it has the legal power to enter into and perform this Agreement;
 - ii. it shall comply with all other applicable laws in its performance hereunder.
- (b) Supplier warrants it will provide the Services in a professional and workmanlike manner consistent with Good Industry Standards and Practice.
- (c) The Service performance and Availability warranties set forth in the **Schedule 1**, shall not apply to the extent any problem which results in the Service performance or Availability to be other than as warranted is due to:
 - i. any actions or inactions of Client or other Suppliers over which the Supplier has no influence and that are in violation of this Agreement (for the avoidance of doubt the Supplier shall be responsible for malicious actions of Supplier personnel and malicious actions of external parties to the Supplier and the Client where the Client has a reasonable expectation that the Supplier Service would be secure and available); or
 - ii. a Force Majeure event.
- (d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE. SUPPLIER DOES NOT WARRANT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7. INDEMNIFICATION BY SUPPLIER

- (a) Each Party will fully and effectively indemnify the other Party against any loss or damage suffered by that other Party and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto which may arise directly or indirectly as a result of a breach of the Data Protection Laws or the Data Processing Agreement.
- (b) Supplier shall defend, indemnify and hold Client, its Affiliates and each of their respective officers, directors, employees and agents (collectively, "Client Group") harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any member of Client Group by a third party alleging that use of the Service, as contemplated in the **Schedule 1s**,
 - i. violates any applicable law or regulation or
 - ii. infringes the intellectual property rights of such third party, provided Client (a) promptly gives written notice of the Claim to Supplier; (b) gives Supplier sole control of the defence and settlement of the Claim (provided that Supplier may not settle any Claim without the prior written consent of the Client, which shall not be unreasonably withheld or delayed); and (c) provides to Supplier, at Supplier's cost, all reasonable assistance.

TERMS AND CONDITIONS

- (c) Should the use of the Service become the subject of any such claim or are believed to so infringe, Supplier will, at its sole option and expense:
- i. procure for Client the right to continue using the Service under the terms of this Agreement;
 - ii. replace or modify the Service to be non-infringing without material decrease in functionality; or
 - iii. if the foregoing options are not reasonably practicable, terminate with immediate effect the license for the infringing, or believed by Supplier to be infringing, Service and refund Client all prepaid fees for the remainder of its term after the date of termination. Supplier shall not be liable for any costs caused as a result of Client's continuation to use the Service after receiving said notice of termination.
- (d) Supplier shall have no liability for any Claim to the extent the Claim is based on:
- i. the use of the Service in combination with any other product, service or device not furnished, recommended or approved by Supplier, if such Claim would have been avoided by the use of the Service, without such product, service or device; or
 - ii. Client's use of the Service other than in accordance with this Agreement
 - iii. a modification of the Service by anyone other than the Supplier or its duly authorized agent; or
 - iv. the incorporation into the Service of any information provided by or requested by the Client; or
 - v. the use of a version of the Service other than the then-current or immediately prior version if the infringement would have been avoided by using such version and provided that such non-infringing version was provided to the Client within a reasonable period of time to implement use of such version and such version was identified to the Client as required to avoid the Claim; or
 - vi. any third-party hardware, software or service not a part of the Service provider by the Supplier and as designated in the **Schedule 1s**.

Such indemnity shall be capped at the contract value totalling 100% of one year. The calculation shall be based on a pro-rated rate for the previous three months' usage. Where three months have not been completed, it will be calculated based on three months projected usage.

8. INDEMNIFICATION BY CLIENT

To the extent that **clause 8** shall not conflict with **clause 7**, the Client shall defend, indemnify and hold Supplier its Affiliates and each of their respective officers, directors, employees and agents (collectively, "Supplier Group") harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with Claims made or brought against Supplier or any member of Supplier Group, by a third party alleging that the Client Data created and stored by Client in the Service or otherwise provided to Supplier in connection with the Agreement

- i) violates any applicable law or regulation;
- ii) infringes any patent, copyright or other intellectual property right of a third party; provided, that Supplier (a) promptly gives written notice of the Claim to Client (provided that the obligations under this Section 7 shall not be reduced by the failure to give such notice except to the extent Client is materially prejudiced by such failure); (b) gives Client sole control of the defence and settlement of the Claim (provided that Client may not settle any Claim unless it unconditionally releases Supplier of all liability and obligation); and (c) provides to Client, at Client's cost, all reasonable assistance.

Such indemnity shall be capped at the contract value totalling 100% of one year. The calculation shall be based on a pro-rated rate for the previous three months' usage. Where three months have not been completed, it will be calculated based on three months projected usage.

9. CONFIDENTIALITY

- (a) As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in **Schedule 1s**), Client Data, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that:
- i. is or becomes generally known to the public without breach of any obligation owed to Disclosing Party;
 - ii. was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party;
 - iii. was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or
 - iv. is received from a third party without breach of any obligation owed to Disclosing Party.
- (b) Receiving Party shall not disclose any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Supplier represents and warrants that it will maintain the confidentiality of Client Data in accordance with all applicable laws and, except as required by applicable law, will not disclose Client Data to any third party for any purpose other than to provide the Service or Services to Client, provided, however, that Supplier may compile aggregate data related to Client's usage of the Service (which does not constitute Personal Data) and may disclose such aggregate data to third parties to the extent that Client is not identified as the source of such data. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.
- If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.
- (c) If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of confidentiality protections hereunder, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.
- (d) Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information. Notwithstanding the aforementioned, upon termination, the above mentioned shall apply with respect to all the data or information that was accessible to the Client during the term of this Agreement.
- (e) In the event of any contradiction between any provision of this section 9 and any provision of section 10, section 10 will prevail.

10. DATA PROTECTION

- (a) Each party shall comply with their obligations under the applicable Data Protection Legislation in relation to the processing of the Agreement Personal Data.
- (b) Without limiting the generality of the foregoing, the parties agree to comply with their obligations set out in the DPA, which is deemed incorporated into this Agreement. In case of any conflicts between any provision of the DPA and a provision of this Agreement, the provisions of the DPA will prevail, save that if such conflicting provision of this Agreement provides a higher protection to Agreement Personal Data covered by the DPA, that provision of the Agreement shall prevail.
- (c) The parties acknowledge and agree that for the purposes of the Data Protection Legislation, the factual relationship between them will dictate the nature of their roles in relation to the processing of Personal Data in connection with this Agreement. Subject to the foregoing, the parties agree that the Client and each Relevant Controller will be the Controllers of the Agreement Personal Data covered by the DPA, and the Supplier will be a Processor. The DPA constitutes a data processing agreement in respect of that processing to the extent that the same is required by Article 28 UK GDPR and/or Article 28 EU GDPR.

11. LIMITATION OF LIABILITY

- (a) EXCEPT (i) FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SET FORTH IN SECTIONS 7 AND 8 ABOVE; (ii) EITHER PARTY'S BREACH OF SECTION 9 ("CONFIDENTIALITY") OR SECTION 10 ("DATA PROTECTION"); OR (iii) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (iv) CLIENTS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT OR UNDER ANY **SCHEDULE 1**, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED 100% OF CHARGES OVER THE PRECEDING 12-MONTH PERIOD.
- (b) IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, IN NO EVENT SHALL THE SUPPLIER BE LIABLE TO THE CLIENT OR ANY OTHER USER ON ACCOUNT OF ANY USE OR MISUSE OF THE SERVICE.
- (d) ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL COMMITMENTS SET FORTH HEREIN OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THIS AGREEMENT.
- (e) THE SUPPLIER SHALL MAINTAIN APPROPRIATE INSURANCE POLICIES AND ACCEPTS LIABILITY: -
 - i FOR DEATH OR PERSONAL INJURY TO ANY PERSON TO THE EXTENT THAT THIS ARISES FROM THE NEGLIGENCE OF THE SUPPLIER OR ITS EMPLOYEES; and
 - ii UP TO A MAXIMUM LIMIT OF £1,000,000 PER PROVEN CLAIM FOR DAMAGE TO TANGIBLE PROPERTY OF THE CLIENT OR ITS EMPLOYEES TO THE EXTENT THAT THIS ARISES FROM THE NEGLIGENCE OF THE SUPPLIER OR ITS EMPLOYEES; and
 - iii THE SUPPLIER SHALL DETAIL SPECIFIC INSURANCE POLICIES HELD WITHIN THE **SCHEDULE 1**.

TERMS AND CONDITIONS

(f) INSURANCE LEVELS IN THIS AGREEMENT SHALL, WHERE PROVIDED, BE SUPERSEDED BY THOSE SPECIFIED IN THE **SCHEDULE 1**.

12. TERM AND TERMINATION

- (a) This Agreement commences on the Effective Date and continues for the Initial Term as designated in the **Schedule 1** and may be extended by reference to the extension conditions stipulated in the **Schedule 1**. The Initial Term applicable to each **Schedule 1** commences upon Client's and Supplier's execution of such **Schedule 1** and upon expiration of the Initial Term the Service term applicable to such **Schedule 1**. Unless otherwise stipulated in the **Schedule 1** the termination dates in the **Schedule 1s** shall be coterminous with this agreement.
- (b) The term of the contract will automatically be renewed for Extension Terms as detailed in the **Schedule 1**, unless either party notifies the other party in writing of its desire to terminate such **Schedule 1** in accordance with the same notice period(s) stated in this **clause 12(b)**. In the event that the **Schedule 1** does not designate the extension conditions then both parties agree that the automatic renewal shall be for a minimum period of 6 months from the anniversary date(s) of the contract unless the Client or Supplier provides a 6 months notice period.
- (c) A party may terminate this Agreement for cause:
 - i upon 30 days written notice to the other party of a material breach of this Agreement if such breach remains un-cured at the expiration of such period;
 - ii immediately upon written notice if the other party becomes the subject of involuntarily bankruptcy, receivership, liquidation or similar proceeding which are not dismissed within sixty (60) days thereafter;
 - iii immediately upon written notice if the other party becomes insolvent, ceases doing business as a going concern or unable to pay its debts in the ordinary course of its business;
 - iv immediately upon written notice if a voluntary petition under applicable liquidation, bankruptcy or other insolvency law is filed by the other party;
 - v if a receiver is appointed for the business affairs of the other party or the other party makes an assignment for the benefit of creditors or makes some other debt arrangement; or as otherwise provided herein. Upon any termination for cause by Client, Supplier shall refund Client any prepaid fees for the remainder of its service term after the date of termination.
 - vi the Client shall have the right to terminate in the event that a force majeure event that continues for more than 30 continuous days.
 - vii in order to comply with the Regulation of Investigatory Powers Act 2000 (<https://www.legislation.gov.uk/ukpga/2000/23/contents>)
- (d) In any event of termination for any reason the following shall apply:
 - i. Supplier shall be entitled to receive all fees that Supplier has earned for the Services performed prior to the termination date and approved expenses. Such payment shall be paid within the normal terms of the agreement subject to the submission of an invoice and in accordance with the terms set forth herein and in the applicable **Schedule 1**;
 - ii. Except as otherwise specified in an **Schedule 1**, if Client notifies Supplier of termination of the Agreement or an **Schedule 1**, the Supplier shall continue to perform the Service stipulated by the **Schedule 1** until such time as the Service ceases to be provided by the Supplier;
 - iii. Client's license to use the Service shall cease and it shall cease all use of the Services

TERMS AND CONDITIONS

- iv. Client shall return to Supplier all of its equipment and all documentation related to the Service in electronic form and printed copies thereof unless agreed in writing by both parties prior to the termination date, and
 - v. Any failure by the Client to return all documentation and/or any instances that documentation is found to have been shared with an alternative supplier and/or used to design a solution for the Client may constitute a breach of intellectual property rights law and the Supplier will have the right to pursue the Client for the aforementioned infringement with liabilities covered in **clause 11a**.
- (e) The Supplier shall, following the full repayment of the unpaid fees and approved expenses:
- i. allow the Client, for a period of 7 days, to download all data or information that was accessible to the Client during the term of this Agreement. After the termination of the abovementioned 7 days period the Supplier shall no longer have access to data and other material it has stored in connection with any Service and The Supplier may delete it;
 - ii. expediently and cooperatively disengage the Services; and
 - iii. collaborate with the Client or any third party duly appointed by the Client to ensure service continuity.
- (f) The parties' rights and obligations with respect to the fees and payment terms, audit rights, title and protection, confidentiality, patent and copyright, indemnification, warranty disclaimers, limitation of liability, legal fees, and governing law provisions of this Agreement shall survive termination of this Agreement.
- (g) The Supplier shall destroy all Client data twelve (3) months after the Termination Date, unless obliged in law to hold records for a prolonged period of time. The costs of all and any storage of data required by law will not be charged to the Client. In the event of the Client requiring storage of data for any reason not required by law, charges may apply at cost only and will be agreed in advance. Data shall be stored securely and for the requisite period required in law or until the Client requests that data be transferred to another party and they sign to release the Supplier of these obligations.
- i Exit transition shall be governed by the plan detailed in the Statement of Works (SOW) and built up over the life of the Agreement. Supplier shall commit to provide the Client with the Exit Plan for each SOW within 20 business days from the signing of the SOW. In the event that items are not covered by the SOW at point of contract cessation, then they will be charged at cost + 20%.
 - ii This agreement, or any individual **Schedule 1**, may be terminated at any time by mutual agreement of both parties.
- (h) In the event of termination, and other than in accordance with **clause 12 (b)** or **(c)** the Client is prohibited from providing a competitor, or any organisation that the Supplier deems to be a competitor, with any documentation, code or processes that the contract determines to be intellectual property of the Supplier as designated in each of the **Schedule 1s** for the service. The Client must seek written confirmation from the Supplier before any material or documentation is provided to a third party.
- (i) In the event of early termination the Supplier agrees to transfer entitlement to the third party service upon receipt of payment by the Client insofar as this is legally possible under the terms of the agreements with the third party.
- (j) The Supplier will during the term of this Agreement:

TERMS AND CONDITIONS

- a) comply with all applicable laws, statutes, regulations, and codes including those relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - b) comply with the Client's Ethics, Anti-Bribery & Anti-Corruption Policies as the Client may update from time to time ("Relevant Policies");
 - c) establish and maintain its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
 - d) notify the Client (in writing) if it becomes aware of any breach of this **clause 12 (I)** or has reason to believe that it has received a request or demand for any undue financial or other advantage;
 - e) within 3 months of the date of this Agreement, and annually thereafter, certify to the Client in writing signed by an officer of the Supplier, compliance with this **clause 12(I)** by the Supplier and all persons referred to in **clause 12(I)**. The Supplier shall provide such supporting evidence of compliance as the Client may reasonably request.
- (k) The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this **clause 12 (I)** (b) (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms. Breach of this **clause 12(I)** shall be deemed a material breach under **clause 12(c)**.

For the purpose of this **clause 12(I)** the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under Section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

- (l) The Client may cancel this Agreement if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other Agreement with the Client, or if the like acts shall have been done by any person employed by him acting on his behalf (whether with or without the knowledge of the Supplier) or if in relation to any Agreement with the Client or Supplier or any person employed by the Supplier or acting on the Suppliers behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

13. DISPUTE RESOLUTION PROCEDURE

In the event of any dispute or disagreement between the parties arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below: -

TERMS AND CONDITIONS

- (a) Any dispute which has not been resolved between the parties within 10 (ten) Business Days of the matter being raised by one to the attention of the other, may be escalated by either party to the Chief Executive of each party, by notice in writing.
- (b) If the dispute has not been resolved within 20 (twenty) Business Days of such notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR and the decision made shall be binding on both parties. To initiate the mediation a party must give notice in writing (the “ADR notice”) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 20 (twenty) Business Days after the date of the ADR notice.
- (c) Escalation of a dispute or the commencement of mediation will not prevent the parties commencing or continuing court proceedings.

In the event of mediation, the Supplier will automatically extend the service period up to final decision date and the Client shall after such final decision pay any amounts in relation to such extended service period which shall be assessed to be a valid service period by the arbitrator’s decision.

14. GENERAL

- (a) The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third-party beneficiaries to this Agreement.
- (b) Notices shall be in writing to the addresses indicated in this Agreement (or to such other address as each party may designate for itself from time to time by like notice) and delivered by nationally recognized overnight delivery service or certified or registered Mail, and are effective upon receipt or 48 hours following the date of the postmark, if sent by prepaid certified mail, return receipt requested.
- (c) No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by Client and Supplier. To the extent of any conflict between this Agreement and any other schedule or attachment, this Agreement shall prevail unless expressly stated otherwise. This Agreement represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- (d) No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.
- (e) Neither party shall be liable to the other for any delay or failure to perform thereunder due to a Force Majeure Event. The Supplier shall use reasonable endeavours to ensure that the service is as uninterrupted to the Client as possible in such circumstances.

TERMS AND CONDITIONS

- (f) Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, nor sub-contract any or all of its obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld). Any attempted assignment or sub-contracting in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted. The supplier will be liable for acts or omission of any permitted subcontractor.
- (g) Each party agrees to comply with all applicable laws and regulations with respect to the provision and use of the Service.
- (h) This Agreement shall be governed exclusively by the laws of the United Kingdom. The Parties agree that any action at law or in equity arising out of or relating to this Agreement or any **Schedule 1** shall be filed only in the United Kingdom, and the Parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
- (i) Client acknowledges and agree that Supplier is in the business of providing IT Managed Services and that Supplier may provide services to third parties, including competitors of the Client, which may be the same or like the services that are provided to the Client hereunder.
- (j) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- (k) Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- (l) Except as otherwise expressly permitted in these Terms and Conditions, and in addition to other restrictions herein, the Client may not: -
 - i. redistribute, encumber, sell, rent, lease, sub-license, copy or use the Service or otherwise transfer rights to the use of the Service to any third party, whether in whole or in part;
 - ii. disclose Service features, errors or malicious software affecting the Services to any third party without the Suppliers prior written consent in the form of a letter or e-mail from the Suppliers Managing Director except where:
 - 1. required to do so by law or a regulatory body ;
 - 2. such disclosure is necessary to advise third parties of an issue affecting availability of the Service and so long as such disclosure only relates to a general statement giving notice of an issue without making any claim as to responsibility or disclosing specific details of any fault, error, or malicious software, or
 - 3. such disclosure is necessary in order to allow or instruct a third party to remedy or mitigate any fault, error, or malicious software affecting the Service so long as such third party is engaged on terms requiring them not to further disclose any service features, errors, or malicious software affecting the Services and so long as any such disclosure to such third party is to the minimum extent necessary.
 - iii. modify the Service without the Suppliers prior written consent in the form of a letter or e-mail from the Supplier. For the services to retain ISO 27001 certification, change control processes must be adhered to.
- (m) Indicative consumption costs can be found in (XLS) Amazon Connect Pricing Calculator - (XLS) Amazon Connect Pricing Calculator-Client.xls

15. VARIATION ORDERS

From time to time it may be necessary to amend an **Schedule 1** due to Service requirements changing. Under such circumstances the change will be presented to the Client that lays out the changes in the following areas:

- i. Scope of Service
- ii. Explanation of why the change is being undertaken
- iii. Integration with other aspects of Service, considering the Client, the Supplier and third parties. In the event that the Client manages the third parties then the Client is responsible for ensuring that the third party is in agreement with the change
- iv. Technical design (if applicable)
- v. Effective Date
- vi. Price to implement
- vii. Price delta to the service

Unless all of the aforementioned elements are included in a variation order (change note) then the change note may be considered invalid. This must be used in good faith between parties and not as a means of leveraging the other Party.

Variation Orders are an addendum to the **Schedule 1** to which they relate. They may, on occasion, bridge multiple services provided by the supplier and must be appropriately referenced as an addendum in each service provided.

For Variation Orders to be valid they must be signed by both parties to the agreement by an authorised signature to the organisation.

16. ANNOUNCEMENTS

a) General - Neither Party will make any Announcement, or permit any Announcement to be made, without the prior written consent of the other Party, except that each Party will be entitled to make Announcements if and to the extent required by this Agreement, law or by any governmental or regulatory authority (including any stock exchange or listing authority or the Panel on Takeovers and Mergers). Any proposed Announcement will be provided in advance to the other Party.

b) Branding - Either Party (as "Requestor") must not use the other Party's (as "Approver") name trademarks, or other branding (including any related domain names) ("Branding") in any promotional, marketing, or similar material or in any Announcement without the prior written consent of the Approver provided its written consent to such proposed use. The Approver can withdraw its consent at any time and in such an event, the Requestor shall cease any use of the Branding. **Clause 18(d)** forming an approval within the Agreement for consent, albeit remaining subject to potential withdrawal under **clause 18(b)** should the Client wish to invoke this right.

c) Nothing in this Agreement constitutes an endorsement by the Client of the Supplier's goods or services, and the Supplier must not conduct itself in a way that implies any endorsement or authorisation by the Client.

d) The Client consents to allowing **the Supplier** to publish **the Client** name and logo as a reference in Our sales and marketing materials, including Our website. We will cease to utilise **the Client** name in Our publicity if this Agreement is terminated by either party.

TERMS AND CONDITIONS
Schedule 1 – Service Details

1. ActiveF Solution

Provision of the ActiveF software provided to the **User** as a service, more broadly termed 'Software as a Service'. ActiveF is a web-based accounting and finance solution that provides the users with a platform to manage:

- Sales
- Purchasing
- Fixed Assets
- Liabilities
- Treasury & Banking
- Tax
- Reporting
- Budgeting & Forecasting
- Consolidations
- Securitisation of debt
- Property Valuations

The solution is only provided as a web based accessible over the internet and the Clients use is subject to the Terms of Use in **Schedule 6**.

Access to the System by any **User** is by invitation only. No open registration exists for this service to ensure that all access is logged. Machine to machine connectivity, such as API connections between ActiveF and the Clients internal system(s) are available and will be shared upon request. Enhancements may be requested and will be either:

- Rejected
- Accepted and freely available
- Accepted with a separate supplementary fee

The Client acknowledges that successful use of the solution contains a pre-requisite of a reliable and constant Internet connection. ActiveF is maintained to modern standards and the Client will be notified from time to time of any compatibility changes necessary to ensure full access and performance during a session on ActiveF. Current requirements are:

The latest stable version of Mozilla Firefox, Chrome, Safari, or Internet Explorer to be accessed via a desktop computer with a current and supported Operating System, an Intel Core i3 Processor or equivalent and a minimum 2GB of Memory.

The Clients ActiveF access is provided on registration by ActiveF Admin and user groupings in Active Directory for SSO enabled customers.

2. System Setup and Training

Access to the System will be prepared and set up for each **User** in advance of a scheduled training session if so required and will be the Clients responsibility. During this session, all core system areas will be covered. Each User will receive an ActiveF User Guide. We will update the User Guide periodically in line with updates to the System. The latest version of the User Guide will be made available to all users.

3. Subscription

MIS Active Finance Limited, Century House, Gadbrook Business Centre, Northwich, Cheshire CW9 7TL
Tel: 0845-330-2325 Accounts & Admin: 0845-345-8118 www.activef.co.uk Email: enquiries@activef.co.uk
Reg. In England 14241059 VAT Reg: 449 771938

TERMS AND CONDITIONS

The Subscription Period shall commence upon signing and shall continue unless terminated in accordance with this Agreement. The Start Date for the purposes of any anniversary of this Agreement shall be deemed to be 01 of the month following the contract being signed. Accordingly, ActiveF will be made available at a 50% discount during the setup period, deemed to be approximately three months unless agreed otherwise and in writing at the outset of the contract.

The Subscription Fees for the Subscription Period shall be paid quarterly in advance through invoice requests. The fees payable shall vary based on asset count or revenue and banding increases set out in the below table:

Revenue/Asset Count	Fee amendments
Reduction below baseline	Fee retained
For each 10% growth	10% increase in fee

An increase of 9% in asset numbers will result in 0% increase on the baseline fee before indexation. A 10% increase in asset numbers will result in a 10% increase on the baseline fee before indexation.

All prices are exclusive of VAT and the Supplier reserves the right to uplift by CPI on each anniversary date (subject to an indexation floor of zero).

We encourage active participation in the roadmap from our Clients and will endeavour to facilitate features that will benefit all Clients over those that benefit a single organisation. In the event that the Client requests a specific development be carried out by the Supplier, or that specific developments are prioritised, we reserve the right to recharge reasonably incurred development costs to the Client and the Client will have the right to accept or reject our recharge proposal.

The Subscription Fee level is based on the number of property records at the time of invoicing.

Annual License Fee includes:

- Access to the ActiveF system for the service period
- Set up and implementation of authorised Users
- Solution training during implementation
- Ongoing training shall be via the documentation provided
- Data set up and support in first 3 months.
- Upgrades to all core system functionality
- Introductory sessions and updates to new functions for all existing users
- System support desk during core business hours
- System hosting fees

4. Termination

This Agreement shall continue unless otherwise terminated in accordance with **clause 12** of the Agreement.

5. Authorised Users

The Client shall not be limited in terms of Authorised Users from their own organisations. Access to the solution by non-members of staff shall be requested to the ActiveF service desk and the Supplier shall insist on a minimum of a

TERMS AND CONDITIONS

a signed Non-Disclosure Agreement (NDA) and shall reserve the right to reject access in the event that the user breaches the terms of use.

The Client assumes all responsibility for the behaviours of any third party access to the solution granted by themselves. Signing of an NDA doesn't absolve responsibility.

6. Data Security

Any data uploaded by the Client will be stored and hosted by a third party in secure data centres as detailed below:

- Access to the System via the web interface is over standard HTTPS connection using 2048 bit certificates signed by RapidSSL (Verisign).
- The Service is hosted within the UK for UK Clients and Ireland for Irish Clients. This is via a series of tier 4 datacentres. The Supplier reserves the right to make changes to the hosted environment to maintain this arrangement and enhance security under the guise of ISO 27001 accreditation.
- Our System and website/applications use Cookies to distinguish the Client and your Authorised Users from other users. This helps the Supplier to provide the Client with a good experience when the Client accesses the System and also allows the Supplier to improve the site. By continuing to browse the site, the is agreeing to the Supplier use of Cookies.
- The System may make use of Cookies in order to store the User preferences and settings, help with sign-in, maintain information relating to a signed-in User sessions, and analyse site operations/performance.

7. Service Levels

- The Supplier will use commercially reasonable efforts to keep the System operational and available to the Client with a monthly uptime of at least 99.9% ("Monthly Uptime Percentage") where the Monthly Uptime Percentage is calculated as 100% minus the percentage of minutes during the month in which the System was not available. For the avoidance of doubt, Scheduled Downtime is not included for the purposes of this calculation.
- The Client is responsible for the Clients own internet access and the Monthly Uptime Percentage calculation shall not include any downtime caused by the Clients own network problems, or outages or disruptions caused by the Client or a third party, or outages or disruptions attributable in whole or in part to force majeure events.
- The Supplier will provide support during UK business office hours. Support work outside of this can be carried out if mutually agreed between the Supplier and the Client and the Supplier reserves the right to invoice separately for this work and will advise the Client accordingly before the work is undertaken.
- System errors should be notified to the Supplier in sufficient detail for the Supplier to understand the issue. The error shall be dealt with in accordance with Schedule 1. Details of errors should be sent in the first instance to the service desk.
- Support requests are categorised as Critical, Major, and Minor as defined in **Schedule 1, clause 7**.
- The Client agrees that the Supplier may access User data if required to validate the integrity of the System and data as part of normal maintenance of fault correction and to provide an electronic back up of the Client Data on a periodic basis.
- We may upgrade the System from time to time to provide corrections to errors and these upgrades will be outside Business Hours and be carried out in such a manner as will minimise disruption to the conduct of the Clients Business, save for where the support request is "Critical" where the upgrade may need to be carried out during Business Hours but at all times in accordance with **Schedule 1, clause 7**.

TERMS AND CONDITIONS

- If the Supplier adds an Additional Module into the System the Supplier may notify the Client and offer the Additional Module as part of this existing agreement or as an optional extension to this agreement.

Support request category	Summary	Response time	Resolution time
Critical	The System is down and there is no access to any customer A critical functionality in the System is down and there is no workaround: No Data can be viewed, Reports cannot be created, and no uploads can be carried out. Multiple Users are unable to use the System: fatal account/licence problem.	Written notification to all users within 1 hour of support request and hourly updates of progress during business hours from the Supplier until resolved	Target of workaround or fix within one business day.
Major	A core functionality in the System is down and there is no workaround. A User is unable to use the System: fatal account/licence problem	Within 4 hours and updates during business hours from the Supplier until resolved	Target of workaround or fix within two business days
Minor	Layout issue Minor issue with functionality, there is a workaround	1 day	Target as specified in response

8. Audit

- Subject to the Client obligations of confidentiality, the Supplier reserves the right on 7 days written notice to audit the System and the Client use of the System to ensure compliance with the Terms of Use.

TERMS AND CONDITIONS
Schedule 2 – Data Processing Agreement

ABOUT THIS DPA

1.1 This DPA is incorporated and forms part of the Agreement to which it is annexed.

1.2 Terms defined in Section 1 of the terms and conditions of the Agreement (“**Terms and Conditions**”) shall have the same meanings in this DPA.

1.3 In this DPA:

- (a) any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- (b) wherever under this Agreement the Client's consent is required before the Supplier is permitted to do a particular act or thing, unless otherwise expressly provided, the Client is entitled to give or withhold consent or make consent subject to conditions at its sole discretion; and
- (c) unless expressly provided otherwise, references to Schedules are to schedules of this DPA and references to clauses are to clauses of this DPA.

1.4 In the event and to the extent only of any conflict or inconsistency between the provisions of this DPA and any other provision of this Agreement, the provisions of this DPA will prevail to the extent of such conflict or inconsistency, save that if such conflicting provision of the Agreement provides a higher protection to Agreement Personal Data covered by this DPA, that provision of the Agreement shall prevail.

DATA PROTECTION

2.1 The Supplier will process the Agreement Personal Data on behalf of the Client and each Relevant Controller as a Processor solely for the purpose and to the extent described in **Schedule 3**.

2.2 In performing the Services and its other obligations under this Agreement the Supplier will:

- (a) comply with the Data Protection Legislation;
- (b) not cause the Client to breach any obligation under the Data Protection Legislation; and
- (c) notify the Client without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Legislation or this **Schedule 2**, without prejudice to its obligations to comply with, or to any rights or remedies which the Client may have for breach of, the Data Protection Legislation or this **Schedule 2**.

2.3 Subject to this **Schedule 2**, the Supplier will not engage or use any Sub-Processor without the prior written consent of the Client.

2.4 The Client consents to the Supplier's use of the Sub-Processors listed in **Schedule 4** to process the Agreement Personal Data as set out in **Schedule 3**, subject to the Supplier's compliance with the terms of this Agreement and in particular this **Schedule 2**. The Supplier will notify the Client of any intended changes

TERMS AND CONDITIONS

concerning the addition or replacement of those Sub-Processors listed in **Schedule 4** at least 20 Business Days before the proposed change is due to take effect, providing the Client with the opportunity to consent or object to the change. The Client will notify the Supplier of its consent or objection to the proposed change no later than 10 Business Days before the proposed change is due to take effect. No change will come into effect unless and until the Client has consented in writing to such change.

2.5 If the Supplier appoints a Sub-Processor, the Supplier will ensure, prior to the processing taking place, that the Supplier has provided the Client with such information regarding the Sub-Processor as the Client may reasonably require and that there is a written contract in place between the Supplier and the Sub-Processor that specifies the Sub-Processor's processing activities and imposes on the Sub-Processor the same terms as those imposed on the Supplier in this **DPA**. The Supplier will procure that Sub-Processors will perform all obligations set out in this DPA and the Supplier will remain responsible and liable to the Client for all acts and omissions of Sub-Processors as if they were its own.

2.6 The Supplier will:

- (a) process the Agreement Personal Data only on documented instructions (including this Agreement) from the Client (unless it is required to process Agreement Personal Data to comply with (where UK Data Protection Legislation applies) relevant United Kingdom law or (where EU Data Protection Legislation applies) relevant European Union or EU Member State law to which it is subject, in which case the Supplier will notify the Client of such legal requirement prior to such processing unless such law prohibits notice to the Client on important public interest grounds);
- (b) immediately notify the Client if, in its reasonable opinion, any instruction received from the Client infringes any Data Protection Legislation;
- (c) ensure that any individual authorised to process Agreement Personal Data accesses such Agreement Personal Data strictly on a need to know basis as necessary to perform their role in the performance of this Agreement, and:
 - (i) has committed themselves to confidentiality or is subject to confidentiality obligations equivalent to those set out in **clause 9** of this Agreement or is under an appropriate statutory obligation of confidentiality; and
 - (ii) is aware of and complies with this **Schedule 2**; and
 - (iii) is appropriately reliable, qualified and trained in relation to their processing of Agreement Personal Data;
- (d) keep all Agreement Personal Data confidential in accordance with the provisions of Section 9 of the Terms and Conditions, provided that in the event and to the extent only of any conflict between this **clause (d)** and Section 9 of the Terms and Conditions, this **clause (d)** will prevail. For the avoidance of doubt, nothing in this **clause (d)** will limit or restrict the disclosure of Agreement Personal Data where the disclosure of Agreement Personal Data is required by UK laws to which the Supplier is subject;
- (e) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, implement, and assist the Client to implement, technical and organisational measures at a minimum to the standard set out in **Schedule 5** to ensure a level of

TERMS AND CONDITIONS

security appropriate to the risk presented by processing the Agreement Personal Data, in particular from a Personal Data Security Incident;

- (f) not, without the Client's prior written consent, make or permit any announcement in respect of a Personal Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Legislation or communication or complaint from a Data Subject or Data Protection Supervisory Authority in connection with Agreement Personal Data;
- (g) notify the Client immediately if at any time the Supplier or a Sub-Processor is, aware of any reason why it is unable to comply with **clause (e)**, without prejudice to its obligation to comply with, or to any rights or remedies which the Client may have for breach of, **clause (e)**;
- (h) notify the Client promptly and without undue delay after becoming aware of a reasonably suspected, "near miss", defined as an occurrence that could have resulted in a data breach which would have been likely to result in a risk to the rights and freedoms of individuals had the incident been allowed to develop, or actual Personal Data Security Incident, including the nature of the Personal Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Personal Data Security Incident and any measure proposed to be taken to address the Personal Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Supplier may not delay notification under this **clause (h)** on the basis that an investigation is incomplete or ongoing;
- (i) assist the Client in:
 - (i) documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any Data Protection Supervisory Authority and/or Data Subjects;
 - (ii) taking measures to address Personal Data Security Incidents, including, where appropriate, reasonable measures to mitigate their possible adverse effects;
 - (iii) documenting compliance of the processing of Agreement Personal Data with the Data Protection Legislation, including providing a systematic description of the envisaged processing operations; and
 - (iv) conducting data protection impact assessments of any processing operations and consulting with Data Protection Supervisory Authorities, Data Subjects and their representatives accordingly;
- (j) at the option of the Client, securely delete or return to the Client (or transfer to any person nominated by the Client) (in the format agreed by both parties) all Agreement Personal Data promptly after the end of the provision of Services relating to processing or at any time upon request, and securely delete any remaining copies and promptly certify (via a director) when this exercise has been completed;
- (k) make available to the Client all information necessary to demonstrate compliance with the obligations set out in this DPA;

TERMS AND CONDITIONS

- (l) promptly (and in any event within 72 hours) notify the Client of any request that it receives for exercise of a Data Subject's rights under the Data Protection Legislation or communication, request for information or complaint that it receives from a Data Subject or Data Protection Supervisory Authority or other third party in connection with Agreement Personal Data;
- (m) provide reasonable assistance to the Client in responding to requests for exercising Data Subjects' rights under the Data Protection Legislation or communications, requests for information or complaints from Data Subjects or Data Protection Supervisory Authorities or other third parties in connection with Agreement Personal Data, including by appropriate technical and organisational measures, insofar as this is possible; and
- (n) allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

2.7 The Supplier will prepare and securely maintain a record of all categories of processing activities carried out pursuant to this Agreement in relation to the Agreement Personal Data, including as a minimum: (i) its name and contact details and details of its Data Protection Officer [or other person with responsibility for data protection compliance]; (ii) the categories of processing it carries out; (iii) Restricted Transfers; (iv) a general description of the technical and organisational security measures referred to in **clause (e)**; and (v) the same information in relation to any Sub-Processor, together with its name and contact details (together the "Data Record"). The Supplier will promptly upon request securely supply a copy of the Data Record to the Client.

- (a) Without prejudice to **Schedule 2**, the Supplier will not without the prior written consent of the Client:
- (b) convert any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
- (c) use any Agreement Personal Data for "big data" analysis, machine learning or purposes involving similar technologies; or
- (d) match, compare, enhance or supplement any Agreement Personal Data with or against any other Personal Data (whether the Supplier's or any third party's) nor use any Agreement Personal Data to enhance or supplement any other Personal Data.

2.8 The Supplier warrants and represents to the Client that at all times a Transfer Safeguard applies to each Restricted Transfer made under or in connection with this Agreement and that each such Restricted Transfer and all resulting processing is compliant with the applicable Data Protection Legislation.

2.9 Without prejudice to **Schedule 2**, the Supplier will not make a Restricted Transfer without the Client's prior written consent or the Customer's documented instruction in respect of that Restricted Transfer, other than a Restricted Transfer made under an Adequacy Decision. If a Restricted Transfer is authorised under this **Schedule 2** or is made under an Adequacy Decision, the Supplier will:

- (a) demonstrate and/or implement, to the Client's satisfaction, a Transfer Safeguard in respect of that Restricted Transfer prior to that Restricted Transfer taking place;
- (b) comply with any terms or requirements of the applicable Transfer Safeguard; and

TERMS AND CONDITIONS

- (c) if the applicable Transfer Safeguard is suspended, terminated or no longer complies with the Data Protection Legislation;
- (d) promptly notify the Client of the suspension, termination or non-compliance; and
- (e) suspend the applicable Restricted Transfer until the Transfer Safeguard has been replaced (to the Client's satisfaction) with an alternative Transfer Safeguard which provides an adequate level of protection in relation to the Agreement Personal Data which is the subject of that Restricted Transfer, in accordance with the Data Protection Legislation. This **Schedule 2** will then apply in respect of that alternative Transfer Safeguard.

2.10 This clause will not apply if the Supplier or the relevant Sub-Processor is required to make a Restricted Transfer to comply with (where there UK Data Protection Laws apply) relevant United Kingdom law or (where there EU Data Protection Laws apply) relevant European Union of EU Member State law to which it is subject, in which case the Supplier will notify the Client of such legal requirement prior to such Restricted Transfer unless such law prohibits notice to the Client on important public interest grounds.

2.11 The Supplier warrants on an ongoing basis that **Schedule 4** (as amended and updated from time to time) contains accurate and complete details of its processing of Agreement Personal Data.

2.12 The Supplier will indemnify the Client against any direct and foreseeable losses (including any claims, demands, actions, awards, judgments, settlements, liabilities, damages, fines, penalties, and reasonably and properly incurred legal and other professional costs and expenses) ("**Losses**"), in each case to the extent arising out of or in connection with any breach by the Supplier or any Sub-Processor of any of its obligations under this DPA (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) save that if any third party makes a claim, or notifies and intention to make a claim, against the Client which may reasonably be considered likely to give rise to a liability under this indemnity ("**Claim**") the Client shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Supplier specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Client may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier, but without obtaining the Supplier's consent) if the Client reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and record within the power or control of the Client, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- (d) be deemed to have given to the Supplier sole authority to avoid, dispute, compromise or defend the Claim.

TERMS AND CONDITIONS

2.13 Without prejudice to the Client's other rights and remedies under this Agreement, any breach of **clauses 0, 0, (a), (e), (a) or 0** by the Supplier or any Sub-Processor will be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

2.14 Where, under this DPA, the Supplier is required to notify the Client of any matter or thing, such notification will be marked for the attention of the Client's Data Protection Officer and sent by e-mail to the following e-mail address:.

2.15 Where, under **Schedule 2**, the Client is required to notify the Supplier of any matter or thing, such notification will be marked for the attention of the Supplier's Data Protection Officer, Christopher McLaughlin / Joint Group Managing Director and Quality Assurance Lead, Andrew McLaughlin / Joint Group Managing Director and sent by e-mail to the following e-mail address: enquiries@activef.co.uk.

RIGHTS OF THIRD PARTIES

3.1 Each Relevant Controller will be entitled to enforce the terms of this DPA in respect of Agreement Personal Data for which it is a Controller as if references to the Client were references to that Relevant Controller, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

3.2 Each Relevant Controller will not be entitled to assign the rights conferred on it pursuant to **Schedule 2**.

3.3 The parties may vary or rescind this Agreement without the consent of the Relevant Controllers.

3.4 Save as provided in **Schedule 2**, the parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

TERMS AND CONDITIONS
Schedule 3 – DPA Agreement Personal Data

Subject matter of processing	The Client is a registered housing provider providing social housing and a safe home to residents across the UK The Supplier is a provider of Software as a Service and will provide the Services (as defined in the Agreement) to the Client (which the Client procures from the Supplier for its own benefit and for the benefit of each of its Affiliates). The Services relate broadly to the provision of a debt security and treasury solution. The provision of the service may require the Supplier (and AWS acting as the Supplier's Sub-Processor) to process Agreement Personal Data as a Processor on behalf of the Client and each Relevant Controller (each acting as a Controller).
Duration of processing	The Term including any extensions.
Nature of processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Agreement Personal Data (whether or not by automated means).
Purpose of processing	To perform the Seller's obligations under the Agreement including to provide the Services to the Client and its Affiliates. To securely store, retain, and otherwise process the Agreement Personal Data as necessary for the above-mentioned purposes.
Type of Personal Data	The Agreement Personal Data, which includes the following types of personal data: Chat transcripts, emails could contain any of the following types of special categories of personal data. Voice recording and transcripts are not intended to be enabled initially but will also possibly contain the info below. • Name • Job Title • Organisation Name • E-mail

TERMS AND CONDITIONS

	• Phone number
Categories of Data Subject	• Adults • Staff

TERMS AND CONDITIONS
Schedule 4 – DPA Authorised Sub-Processors

Name of Sub-Processor	Address of the Sub-Processor	Details of sub-processing	Restricted Transfers
Amazon Web Services	60 Holborn Viaduct London EC1A 2FD	Subject matter. The subject matter of the data processing under this DPA is Customer Data. Duration. As between AWS and Customer, the duration of the data processing under this DPA is determined by Customer. Purpose. The purpose of the data processing under this DPA is the provision of the Services initiated by Customer from time to time. Nature of the processing. Compute, storage and such other Services as described in the Documentation and initiated by Customer from time to time. Type of Client Data. Client Data uploaded to the Services under Client's AWS accounts. Categories of data subjects. The data subjects could include caller phone numbers and data in the form of transcripts for chat, voice and email. Data retention will be defined in projects in line with the Client requirements.	None identified
Amazon Data Services UK Limited	1 Principal Place, Worship Street, London, EC2A 2FA	AWS Internal Sub Processor, operating in the UK. https://aws.amazon.com/compliance/sub-processors/	None identified

TERMS AND CONDITIONS

Schedule 5 – DPA Technical and Organisational Measures

The Supplier shall implement and maintain the minimum technical and organisational security measures set out in this Schedule in respect of its processing of Agreement Personal Data:

Client will have control via Amazon Connect with respect to personal data which is captured and if data is redacted either automatically or via custom coding.

Incline-IT will maintain the security controls in alignment to ISO27001.

1. Measures of pseudonymisation and encryption of personal data

Data will only be stored in AWS, and 256bit encrypted.

2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

The primary underpinning service is AWS, which Amazon provide as an ISO27001 service. Incline-IT will maintain ISO27001 for the overarching.

3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

The Supplier will provide data retention policies to be applied to the underlying data within the Amazon platform. Data stored in line with the retention policy is stored in AWS S3, which has a 99.99999999% (11 nines) data durability.

4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

The Amazon, AWS, ActiveF and Incline services are all subject to regular audits to maintain compliance to ISO27001.

In addition, all technical services utilise a range of vulnerability scanning services which run daily to detect and alert on misconfigurations and vulnerabilities in configuration and code.

For example, if unencrypted storage was created, this would be flagged as a critical alert.

5. Measures for user identification and authorisation

User authentication for this service is broken down into 3 contexts.

1. Amazon's support for the service, which is tightly controlled and cannot access any data

2. Incline-ITs support for the service, which requires dual Single sign on, MFA and is part of our ISO27001

TERMS AND CONDITIONS

3. The Suppliers support for the service, which requires MFA.

All authenticated channels are via Single Sign on, with the Client access and controls around MFA being under Client control.

6. Measures for the protection of data during transmission

All data in transit will be encrypted via TLS1.2 or greater. Details are available in <https://docs.aws.amazon.com/connect/latest/adminguide/detailed-network-paths.html>

7. Measures for the protection of data during storage

Data stored is encrypted automatically via AWS Key Management Service Keys.

8. Measures for ensuring physical security of locations at which personal data are processed

AWS provides physical data centre access only to approved employees. All employees who need data centre access must first apply for access and provide a valid business justification. These requests are granted based on the principle of least privilege, where requests must specify to which layer of the data centre the individual needs access, and are time-bound. Requests are reviewed and approved by authorized personnel, and access is revoked after the requested time expires. Once granted admittance, individuals are restricted to areas specified in their permissions.

9. Measures for ensuring events logging

The Supplier will ensure event logging is comprehensive and retained in line with the Suppliers data retention requirements and AWS Best Practice

10. Measures for ensuring system configuration, including default configuration

The data centre the individual needs access, and are time-bound. Requests are reviewed and approved by authorized personnel, and access is revoked after the requested time expires. Once granted admittance

11. Measures for internal IT and IT security governance and management

The Supplier approaches system configuration from multiple angles to ensure configuration is maintained and controlled in line with ISO27001 controls.

From a process perspective all changes will be logged and related to an approved change or incident, tracked through our service desk and project tooling managed in Jira.

Security configuration is designed to ensure AWS Best Practise is followed and maintained including weekly vulnerability scans and real time detection using AWS tooling.

Code deployment will be via continuous integration and deployment, with code pushed to environments without developers being able to log into AWS directly. This allows us to track all deployments and pull requests, which will be linked to Jira tickets.

TERMS AND CONDITIONS

All changes will be logged via AWS CloudTrail and stored in a central logging location, away from the main AWS accounts.

12. Measures for certification/assurance of processes and products

Service Development will be via continuous integration and deployment, with code pushed to environments without developers being able to log into AWS directly. This allows us to track all deployments and pull requests, which will be linked to Jira tickets.

All code will be code reviewed and follow our ISO27001 processes.

13. Measures for ensuring data minimisation

Client will have control via the ActiveF front-end to minimise personal data and control access to it. This will ensure the minimum amount of data is stored to operate the service.

14. Measures for ensuring data quality

Data Quality is the responsibility of the Client.

15. Measures for ensuring limited data retention

Client data retention is set by the Supplier per industry best practice.

16. Measures for ensuring accountability

The Suppliers processes for ensuring accountability are a key aspect of ISO27001, with clearly defined roles and responsibilities and systems only accessed in line with our regular review processes or to support specific incidents. AWS will not be able to access any data within the system unless it is provided during a specific support ticket.

17. Measures for allowing data portability and ensuring erasure

Data will be stored in Amazon s3.

This data would be portable to other platforms as data schemas are available and the data is accessible subject to security controls and retention policies.

From AWS:

When a storage device has reached the end of its useful life, AWS decommissions media using techniques detailed in NIST 800-88. Media that stored customer data is not removed from AWS control until it has been securely decommissioned.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the processor.]

TERMS AND CONDITIONS

The only data transfers to sub processors will be to the Client data team, these will be via a pull from a secure location from a Client approved partner.

Both parties agree to maintain a RACI model to support the delivery of the service and ensure that all parties are aware of their responsibilities at all times in regard to service delivery. The RACI model shall be available for continuous updates over the life of the agreement and both parties agree that the RACI is a key underpinning factor in the success of the agreement with any changes agreed by the affected parties before being updated.

TERMS AND CONDITIONS
Schedule 6 – Terms of Use

General

1. This schedule sets out the terms of use (the “Terms of Use”) applicable to Client access to the proprietary Security and Asset Data System (the “System”), the scope of which is set out in Schedule 1. Any Additional Modules, the specification for which may be released by the Supplier from time to time, which falls outside the scope of the System as defined in the Engagement Letter, shall not be included in the System for the purposes of this Agreement. The Supplier holds the full Intellectual Property Rights for the System and all Additional Modules.
2. Client use of the System is subject, at all times, to the terms and conditions set out in the Terms of Use. The Client may not use the System if the Client does not agree with the Terms of Use, nor if the Client are under the legal age or are otherwise incapable or unable to be legally bound by the Terms of Use. By using ActiveF, the Client confirms acceptance of the Terms of Use and the Clients intentions to comply with them.

Prohibited Use

The Client will take reasonable steps to ensure that Users comply with the Terms of Use of the System in this Agreement and do not:

1. reproduce, by any means, the System; for the avoidance of doubt, this does not apply to any processes that The Client may undertake as part of the Clients ordinary course of business;
2. decompile, disassemble, process a reverse engineering of object code or source code of the System or permit third parties to do so;
3. correct, whether directly or indirectly, any malfunctions of the System without the prior written consent of the Supplier;
4. lend, rent, sell or give free access to the System to a third party in any manner whatsoever by any means including via the internet;
5. distribute or sell the System, free of charge or with a fee, or use it to train third parties external to the Clients organisation without the prior written consent of the Supplier;
6. adapt, modify, convert or arrange the System;
7. use the System in any manner whatsoever for the purpose of design, production, distribution, or marketing of a similar product, equivalent or substitute;
8. use the System in a manner that could give prejudice to the reputation of the Supplier, its brand image or anything other rights associated with the System; or
9. use the System in any way that could harm any Users’ use of it, or to gain unauthorised access to the System, data, account or network by any means.

TERMS AND CONDITIONS

Access

1. The Supplier shall use reasonable endeavours to ensure that Access to the System is provided continuously (see Schedule 1). Where Scheduled Downtime is required during Business Hours, we will use reasonable endeavours to notify the Client in writing 5 Business Days in advance ("Scheduled Downtime Notice").
2. The Supplier shall use reasonable endeavours to schedule Scheduled Downtime only for as long as reasonably necessary and during hours of low usage of the System.
3. The Client must treat the ID and Password or any other piece of information as confidential. The Client must not disclose it to any third party.
4. We have the right to disable Access to ActiveF for any and all users if, in our reasonable opinion, the Client has failed to comply with any of the provisions of these Terms of Use. We will notify the Client in writing upon disabling any ID or Password.
5. If a User knows or suspect that anyone other than the User knows a User ID or Password other than their own, the Client must promptly notify the Supplier at enquiries@activef.co.uk
6. Access by a third party to the Customer must complete a Non-Disclosure Agreement and this must be agreed with the Supplier before access is granted. Supplier is aware and accepting that there are occasions in which third parties will require access to ActiveF, however security and intellectual property protection are important and will not be compromised.