



# Huume Supplier Terms

## Contents

|                                                  |    |
|--------------------------------------------------|----|
| Services covered .....                           | 2  |
| 1 General terms .....                            | 2  |
| 1.1 Services .....                               | 2  |
| 1.2 Service restrictions.....                    | 3  |
| 1.3 Third-party software and equipment.....      | 3  |
| 1.4 Invoicing and payment.....                   | 4  |
| 1.5 Change control.....                          | 4  |
| 1.6 Liability .....                              | 4  |
| 1.7 Term and termination.....                    | 5  |
| 1.8 Additional services .....                    | 5  |
| 1.9 Entire agreement .....                       | 5  |
| 1.10 Freedom of Information .....                | 6  |
| 2 Terms for the Huume cloud software .....       | 7  |
| 2.1 Authorised users and subscriptions .....     | 7  |
| 2.2 Huume Software .....                         | 7  |
| 2.3 Customer's usage of the Huume Software ..... | 8  |
| 2.4 Customer Data.....                           | 9  |
| 2.5 Copyright.....                               | 11 |
| 2.6 Third-party providers.....                   | 11 |
| 2.7 Force Majeure.....                           | 12 |
| Annex 1: Huume service level agreement .....     | 13 |
| Standard hours .....                             | 13 |
| Planned maintenance and upgrades.....            | 13 |
| Service Levels.....                              | 13 |
| Support Service .....                            | 13 |
| Backups .....                                    | 14 |
| Annex 2: Data processing.....                    | 15 |
| Nature and purpose of processing .....           | 15 |
| Duration of processing .....                     | 15 |
| Types of Personal Data .....                     | 15 |
| Categories of Data Subjects .....                | 16 |
| Sub-processors .....                             | 16 |

These G-Cloud Supplier Terms (**Supplier Terms**) form part of an agreement for the provision of services by Huume Ltd (**Huume**) under a **Call-Off Contract** (and its **Order Form**) as defined in the Crown Commercial Service G-Cloud Framework Agreement (RM1557.15) between Huume and the Minister for the Cabinet Office (**Framework Agreement**). They apply between Huume and each party (**the Customer**) entering into a Call-Off Contract.

## Services covered

---

These Supplier Terms apply to the following G-Cloud Services (**Services** or **Service**), being provided by Huume:

Lot 2: Cloud software (**Cloud Software**)

## 1 General terms

---

**Service Levels / Service Level Agreement (SLA)** means the relevant service level arrangements detailed in the annex to these Supplier Terms.

**Special Terms** means any special, additional or varied terms and conditions including third party terms and conditions, agreed between the parties that are set out in the Order Form or applicable Service Description and form part of the Call-Off Contract.

### 1.1 Services

- 1.1.1 In consideration of the Customer paying the Call-Off Contract Charges to subscribe to the relevant Huume G-Cloud Service, Huume grants the Customer a non-exclusive, non-transferable right during the Call-Off Term, to receive and use the specific Service described in the Service Description applicable to that Service.
- 1.1.2 Unless specified in the terms contained in Section 2 below the Customer may only use a Service for its internal business purposes and the Service may not be re-sold.
- 1.1.3 Whilst using the Services the Customer may access software which is provided and hosted by Huume (**Software**). The Customer does not have any right to receive a copy of such Software either in source or object code form; and does not receive any title rights or ownership in or to the Software.
- 1.1.4 The Customer is responsible for ensuring that:
  - a) the infrastructure it uses to access the Services is compatible with the interfaces provided within the specific Service;
  - b) for taking adequate precautions within the Customer's own infrastructure to prevent the spread of Malicious Software;
  - c) for ensuring that those to whom it grants access rights comply with the provisions of any applicable legislation including Data Protection Legislation;
  - d) it complies with the licence terms of any third-party Software provided by Huume in the delivery of the Service
  - e) it complies with any further usage restrictions terms contained in Section 2 below.
- 1.1.5 The Customer will comply with all statutory and other legal requirements applicable to its conduct and operations.
- 1.1.6 Huume shall have no liability or obligation with respect to the fitness for purpose, functionality or the performance of third-party Software licences supplied.
- 1.1.7 Time shall not be of the essence as to the performance of Huume's obligations (unless agreed otherwise in writing).
- 1.1.8 Unless otherwise specified in the Order Form all ownership, licence, intellectual property and Huume rights and interests in the Software, the Services and any associated documentation remains solely with Huume and or licensors on whose behalf Huume may be providing components of the Services
- 1.1.9 Huume reserves the right to change or update the Services or Software at any time so long as this does not materially affect the overall service. Huume will provide the Customer 10 days' notice of any update which it regards as material, unless such an

update is necessitated by security considerations, in which case the update and any associated notice will be immediate.

## 1.2 Service restrictions

- 1.2.1 The Customer must not:
- a) Exceed any set usage limits or restrictions set out in the applicable Service Description and / or Order Form
  - b) Save as set out in any terms contained in Section 2, sell, rent or lease the Services in any way, or transfer to any other person any of its rights hereunder
  - c) Create any derivative works based upon the Software or Services, save as otherwise permitted in accordance with the Order Form or applicable Service Description
  - d) Adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, nor take any other steps to discover confidential information or trade secrets in the Software of Services, save as permitted under European Law for the purposes of Interoperability.
- 1.2.2 The Customer shall not access, store, reproduce, distribute, transmit or knowingly receive any Malicious Software or any material during the course of its use of the Services that:
- a) is unlawful, harmful, threatening, menacing, abusive, obscene, infringing, harassing or racially or ethnically offensive;
  - b) facilitates illegal activity;
  - c) is indecent or depicts sexually explicit images;
  - d) promotes unlawful violence;
  - e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
  - f) is defamatory or causes damage or injury to any person or property;
- and Huume reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause.
- 1.2.3 The Customer shall own all rights, title and interest in the Customer Data and shall have sole responsibility for the legality, reliability, accuracy and quality of the Customer Data.

## 1.3 Third-party software and equipment

- 1.3.1 Third-party software as listed in the Order Form or applicable Service Description, supplied by Huume to the Customer under the Call-Off Contract shall be subject to the third party software owner's licensing terms and conditions (Special Terms) which accompany the third party software, or are referenced in the Order Form or applicable Service Description and such third party software owner's licencing terms and conditions shall apply between Customer and the third party software owner.
- 1.3.2 If a fault is discovered to be as a result of an issue with any third-party software, Huume undertakes to report the problem to the third-party supplier. The Customer agrees to accept the third-party supplier's response / resolution of the fault. Any new releases of third-party software supplied to Huume free of charge shall be provided to the Customer on the same basis.
- 1.3.3 Unless otherwise specifically stated in the Order Form or applicable Service Description, Huume gives no warranty of the performance of third-party equipment or software used in conjunction with the Services.

## 1.4 Invoicing and payment

- 1.4.1 Invoicing will be according to the payment schedule in the Order Form or Additional Documents. If no payment schedule is given, invoices will be issued monthly in arrears for Services work performed.
- 1.4.2 Unless otherwise specified in the Order Form valid invoices must be paid in full within 30 days of the date of issue
- 1.4.3 If in accordance with the terms of the Call-Off Contract, Huume is entitled to suspend the relevant Service for the Customer's failure to pay undisputed invoices, such suspension will continue until full payment of those invoices has been made, at which point, where relevant to the Service, a re-connection charge equivalent to half a month's charges for the relevant Service will be applied.
- 1.4.4 Invoices remaining unpaid after 60 days will be subject to interest on overdue amounts on a daily basis from the original due date at the rate of 2% per annum above the current base lending rate of Barclays Bank UK PLC.

## 1.5 Change control

- 1.5.1 If additional work or expense is incurred by Huume as a result of a changes in the Service requirements or agreed project plan being made by the Customer, or by a failure or delay by the Customer in meeting its obligations in connection with the delivery of the Services, then such additional work or expense will be reasonably charged to the Customer as a Variation to the price set out in the Call-Off Contract.
- 1.5.2 Any Variation proposed by either Huume or the Customer will be negotiated and agreed before the Variation is implemented. Variations involving additional consultancy, design and software programming will be priced using the standard or overtime consultancy rates as set out in the Order Form or applicable Service Description. Huume will be entitled to charge for the work involved in preparing and responding to Customer Variation requests, whether or not the Customer agrees to go ahead with them.

## 1.6 Liability

- 1.6.1 Except as provided in the Call Off Contract, Order Form or applicable Service Description, no warranty condition, undertaking or term, expressed or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Services is given or assumed by Huume and all such warranties, conditions, undertaking and terms are hereby excluded.
- 1.6.2 Subject to 1.6.1, the incorporated Framework Agreement clauses 4.2 to 4.7 and any specific financial limits stated in the Order Form, Huume's total liability to the Customer in respect of all losses arising under or in connection with the Call Off Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid or payable by the Customer under the Call-Off Contract for the previous 12 months.
- 1.6.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Call-Off Contract.
- 1.6.4 Customer is liable for all loss or damage arising from the unauthorised access or use of Customer's own networks and systems. Customer is responsible for developing and implementing a security policy to prevent such unauthorised access or use.

- 1.6.5 Customer agrees fully and promptly to indemnify Huume against all costs, claims, demands, damages, losses and expenses incurred by Huume as a result of:
- a) a breach by the Customer of Clause 1.2.2;
  - b) unauthorised access or use under clause 1.6.4;
  - c) any default, negligent or malicious act by Customer its employees, agents or subcontractors;
  - d) any act or omission by Huume acting in reliance upon information provided by the Customer or in accordance with the Customer's instructions.
- 1.6.6 This clause 1.6 shall survive termination of the Call-Off Contract.

## 1.7 Term and termination

- 1.7.1 The Call-Off Term shall be for the minimum period stated in the Order Form or, if no such period is stated, for a period of two years.
- 1.7.2 Unless otherwise stated in the Order Form the notice period for termination of this Call-Off Contract shall be 90 days.
- 1.7.3 The supply of Services may be terminated by either party by notice in writing to the other having immediate effect if the other shall commit any breach of these Supplier Terms which breach (if capable of remedy) is not remedied within 30 days of notification or if the other shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 1.7.4 The termination (howsoever arising) shall be without prejudice to the rights and remedies of the parties accrued before such termination and nothing shall prejudice the right of either party to recover any amount of outstanding at the termination howsoever caused.

## 1.8 Additional services

- 1.8.1 The parties agree that if Huume provides any Additional Services the Customer shall be charged separately for the provision of such services at Huume's then prevailing rates for such services.
- 1.8.2 Additional Services may be ordered by the Customer:
- a) by extension or issue of a Call-Off Contract
  - b) by electronic request via the Digital Marketplace
  - c) by a request from a Customer representative who Huume reasonably believe to have authority to place such a request.

## 1.9 Entire agreement

- 1.9.1 Save for documents created in the provision of the Services, these Supplier Terms, the applicable Service Description, the Additional Documents, the Order Form, the Call-Off Contract terms, and the Framework Agreement constitute the entire understanding between the Customer and Huume relating to the subject matter, with the order of precedence as set out in clause 8.3 of the Framework Agreement. It supersedes all previous communications, representations and Contracts either written or oral. The

Customer acknowledges that it is not entering into the Contract in reliance upon any representation not set out in the documents referred to above.

- 1.9.2 No amendment to these Supplier Terms shall be binding unless in writing, signed by the parties or their duly authorised representatives and expressed to be for the purpose of such amendment.

## 1.10 Freedom of Information

1.10.1 To the extent that the Customer is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulation (EIR), Huume shall at the Customer's cost and expense:

- a. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
- b. transfer to the Customer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 5 Business Days of receipt;
- c. provide the Customer with a copy of all Information belonging to the Customer requested in the Request For Information which is in its possession or control in the form that the Customer reasonably requires within 10 Business Days of the Customer's request for such Information; and
- d. not respond directly to a Request For Information.

- 1.10.2 Huume acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information). The Customer shall notify Huume of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) that relates to this Contract and shall consult with Huume regarding any Request for Information that relates to this Contract prior to the disclosure of any Information. Notwithstanding any other provision in this Contract, the Customer shall be responsible for determining in its absolute discretion whether any Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs, but it shall not disclose any of the Commercially Sensitive Information without the prior written consent of Huume.

## 2 Terms for the Huume cloud software

---

This section sets out specific terms relating to the supply of software applications (**Huume Software**) and documentation (**Documentation**) provided online by Huume as a subscription service as described in the applicable Cloud Software Service Description.

Cloud Software Services are applications accessed over the internet and hosted in the cloud.

**Authorised Users** means those employees, agents, officers, directors and independent contractors of the Customer who are authorised or permitted by the Customer to receive or use the Huume Software.

### 2.1 Authorised users and subscriptions

- 2.1.1 Subject to the Customer purchasing a subscription in accordance with the Call-Off Contract, the Order Form, the Supplier Terms and the terms and restrictions set out in this clause 2, Huume hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Huume Software and the Documentation during the term of the subscription as set out in the Call-Off Contract (**Subscription Term**) solely for the Customer's internal business operations.

### 2.2 Huume Software

- 2.2.1 Subject to payment of the applicable Call-Off Contract Charges, Huume shall, during the Subscription Term, provide the Huume Software and make available the Documentation to the Customer subject to the terms of the Call-Off Contract, the Order Form and Supplier Terms.
- 2.2.2 Huume shall use commercially reasonable endeavours to provide the service availability set out in the relevant Service Description and the applicable Service Level.
- 2.2.3 The undertaking at clause 2.2.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Huume's instructions, or modification or alteration of the Services by any party other than Huume or Huume's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking in clause 2.2.2, Huume will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Should Huume provide a correction or substitution in accordance with this clause 2.2.3, this correction or substitution shall constitute the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 2.2.2.
- 2.2.4 Huume:
- a. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will be up to date and/or meet the Customer's requirements;
  - b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- 2.2.5 Huume will provide the Customer with Huume's standard customer support services as set out in Annex 1: Huume service level agreement, and in accordance with the applicable Service Description in effect at the time that the Services are provided.

Huume may amend the support services in its sole and absolute discretion from time to time.

- 2.2.6 The Contract shall not prevent Huume from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 2.2.7 The Huume Software may make use of third-party services to provide some or all of the Services. Huume will not be responsible for any outages, delays, delivery failures, or any other loss or damage resulting from any outages or issues from these third-party services. Huume will use reasonable endeavours to work with the third-party service to restore the Services.

## 2.3 Customer's usage of the Huume Software

- 2.3.1 The Customer undertakes that:
  - a. it will not allow the number of Authorised Users to exceed the number outlined in the Order (if any such maximum number is set out in the Order);
  - b. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Cloud Software Service and/or Documentation;
  - c. if the number of User Subscriptions shown in the Order Form (if any) are exceeded and/or where any other limitations shown in the Order Form are exceeded, it will purchase the necessary additional subscriptions and/or upgrades to accommodate the higher volumes;
  - d. that the Cloud Software Service may incorporate technical means of enforcing or monitoring these terms which may result in it being unable to access the Service beyond the Subscription Term or where it is in breach of this Call Off Contract or the Supplier Terms;
  - e. it will ensure that each Authorised User shall keep a secure password for his use of the Services, and that each Authorised User shall keep his password confidential;
  - f. it shall be responsible for the Authorised Users using the Services and Documentation in accordance with the terms of the Call Off Contract, the Order Form and the Supplier Terms including any breach by an Authorised User;
  - g. it will use all reasonable endeavours to prevent unauthorised access to, or use of, the Services and/or the Documentation and in the event of any such unauthorised access or use promptly notify Huume;
  - h. it shall be responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centres that host the huume cloud software and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
  - i. it shall ensure that its network and systems comply with the relevant specifications provided by Huume from time to time;
  - j. it shall obtain and maintain all necessary licences, consents, and permissions necessary for Huume, its contractors and agents to perform their obligations under this agreement, including without limitation use of the Services.
- 2.3.2 The Customer may purchase additional User Subscriptions or upgrades or enhanced support services in accordance with the price list associated with the relevant Service Description.

- 2.3.3 The Customer shall not:
- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; and
  - b. except to the extent expressly permitted under this Call-Off Contract, Order Form and applicable Service Description, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - c. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - d. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - e. use the Services and/or Documentation to provide services to third parties; or
  - f. licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
  - g. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 2.
- 2.3.4 The Customer shall carry out all other Customer Responsibilities set out in the Order Form and the applicable Service Description in a timely and efficient manner. In the event of any delays in the Customer's provision of such responsibilities as agreed by the parties, Huume may adjust any agreed timetable or delivery schedule as reasonably necessary.

## 2.4 Customer Data

- 2.4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2.4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 2.4, the terms **Data Controller**, **Data Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **processing** (and **process** or **processed**) shall have the meanings given to them in the Data Protection Legislation (Article 4 of EU Regulation 2016/679 General Data Protection Regulation).
- 2.4.2 As between Huume and the Customer, the Customer shall be deemed to own all right, title and interest in and to all the Customer Data and Huume shall be deemed to own all right, title and interest in and to all of the Huume Data. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 2.4.3 Huume shall follow its archiving procedures for Customer Data as set out in its back-up policy (available on request) as amended from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Huume to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such data maintained by Huume in accordance with its back-up policy.
- 2.4.4 Huume shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third-party (except those third-parties subcontracted by Huume to perform services related to Customer Data maintenance and back-up).
- 2.4.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Huume is the data processor of any Personal Data

that Huume processes on the Customer's behalf when performing its obligations under this Contract. Annex 2: Data processing sets out the nature and purpose of processing by Huume, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 2.4.6 If Huume processes any Personal Data on the Customer's behalf when performing its obligations under this Contract, the Customer shall ensure:
- a. that the Customer is entitled to transfer the relevant Personal Data to Huume so that Huume may lawfully use, process and transfer the Personal Data in accordance with this Contract on the Customer's behalf; and
  - b. that the relevant third-parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Legislation.
- 2.4.7 Without prejudice to clause 2.4.6, Huume shall, in relation to any Personal Data processed on the Customer's behalf when Huume is performing its obligations under this Contract:
- a. process that Personal Data only on the written instructions of the Customer unless Huume is required by the laws of any member of the European Union or by the laws of the European Union applicable to Huume to otherwise process the Personal Data. Where Huume is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Huume shall promptly notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Huume from so notifying the Customer;
  - b. ensure that it complies with the Huume Software terms of use from time to time (available on request), which has been reviewed and accepted by the Customer, in order to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - c. ensure that all of its personnel that have access to and/or process the Personal Data are obliged to keep the Personal Data confidential;
  - d. not transfer any Personal Data outside of the European Economic Area unless transfer safeguards are in place for such a transfer, to the extent required by the Data Protection Legislation (and 'transfer safeguards' means safeguards that are recognised under the Data Protection Legislation for permitting the transfer of Personal Data outside of the European Economic Area and/or the United Kingdom (as applicable));
  - e. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - f. notify the Customer without undue delay on becoming aware of a Personal Data breach; and
  - g. maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4.
- 2.4.8 The Customer consents to Huume appointing the sub-processors set out in Annex 2: Data processing as third-party processors of Personal Data under this Contract. Huume confirms that it has entered or (as the case may be) will enter with the sub-processor into a written agreement As between the Customer and Huume, Huume shall remain

fully liable for all acts or omissions of any sub-processor appointed by it pursuant to this clause 2.4.8. Huume shall notify the Customer of any changes to the sub-processors.

- 2.4.9 The Customer warrants and represents that, prior to the Customer providing Huume with any Personal Data, the Data Subjects have, where required by law, given their appropriate consent to the Customer to permit Huume's use of the Personal Data in order for Huume to provide the Services and the Customer shall indemnify, defend and hold harmless Huume against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Huume arising out of or in connection with the Customer's failure to obtain such consents.
- 2.4.10 The Customer shall indemnify and keep indemnified Huume in respect of all losses, liabilities, damages, costs and expenses suffered or incurred by, awarded against or agreed to be paid by, Huume and/or any sub-processor arising from or in connection with any processing carried out by Huume in accordance with Annex 2: Data processing, any breach by the Customer of the Data Protection Legislation and/or any breach of clause 2.4.6. The parties agree that the Customer shall not be entitled to claim back from Huume any losses, liabilities, damages, costs and expenses to the extent that the Customer is liable to indemnify Huume against the same in accordance with clause 2.4.9 and/or this clause 2.4.10.
- 2.4.11 Huume may, at any time on not less than 30 days' notice, revise this clause 2.4 by replacing it (or elements of it) with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).
- 2.4.12 The Customer acknowledges and agrees that any content uploaded to any public facing website which forms part of the Services will be considered nonconfidential and non-proprietary, and Huume have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

## 2.5 Copyright

- 2.5.1 The Copyright and all other intellectual property rights in the Services, Software, Documentation and all materials and information which has, or will come into the possession or knowledge of the Customer in connection with this Call-Off Contract, or performance thereof, remains the property of Huume or its third-party licensors or suppliers.
- 2.5.2 Where any source code (other than Open Source Software) is included in the Software it is for the use of Huume only and the Customer shall have no right of access to it and shall not allow any party other than Huume to have access to, or copy, or reproduce it in any form.
- 2.5.3 The Software and Documentation is the confidential proprietary information of Huume or its licensor whose disclosure to or use by third parties may be damaging. The Customer shall treat the Software and Documentation as confidential information of Huume and its licensors.

## 2.6 Third-party providers

- 2.6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Huume makes no representation or commitment and shall have no liability or obligation whatsoever in

relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Huume. Huume recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Huume does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## 2.7 Force Majeure

In this Clause 2.7, "Event of Force Majeure" means an event beyond the control of Huume, which prevents Huume from complying with any of its obligations under this Call-Off Contract, including but not limited to:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors;
- e. Cyber attacks or hacks including but not limited to malicious code, tool or devices designed to disable or disrupt systems, infrastructure and operations. (provided that Huume has taken reasonable endeavours to install and maintain industry standard security measures); or
- f. acts or threats of terrorism.

### 2.7.1 Consequences of Force Majeure Event

- g. Neither the Customer nor Huume shall be considered in breach of this Call-Off Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure.
- h. The Party prevented from carrying out its obligations hereunder (the "Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it becoming known to, the Affected Party.

## Annex 1: Huume service level agreement

---

### Standard hours

Huume's standard hours are 9am-5pm, Monday to Friday (excluding UK Bank holidays).

### Planned maintenance and upgrades

Planned maintenance windows are when the Service or part of the Service will be unavailable. Planned maintenance windows may be during Huume's standard hours or may be scheduled for outside these hours at the discretion of Huume. Downtime during planned maintenance windows will be excluded from any uptime availability calculations.

Huume will provide the Customer with 10 days' notice of any planned maintenance window during standard hours, unless such maintenance is necessitated by security or performance considerations, in which case the maintenance and any associated notice will be immediate. In common with other cloud software, the Huume software is frequently updated. These updates may be performed during standard hours, but Huume will make reasonable efforts to minimise any impact on the Customer.

### Service Levels

During Huume's standard hours access to the huume cloud service (access to data centre, domain names, network connections, IP addresses, hosted software and equipment) will have an uptime availability of 99.95%:

If the Customer is managing their own domain names then they are responsible for the ongoing renewal of each domain, the selection of a domain name service provider and the management of the Name Server (NS) records required by Huume. Any downtime created as a result of failing to renew a domain, a service outage or incorrect NS records will not be the responsibility of Huume and will be excluded from any uptime availability calculations. Where possible, Huume will provide at least 10 days' notice of any required NS changes.

### Support Service

Standard support services are available 9am to 5pm Monday to Friday (except for English public holidays).

Support is provided by our Customer Services Team during the standard support hours above. Our Customer Services Team provides access to first, second and third line support.

Calls can be logged by:

- Contacting the Customer Services Team telephone number
- Submitting a request via the web-based Customer Support System
- Submitting a request via email.

Details of these will be provided during the onboarding phase.

The primary means of logging all calls is via the web-based Customer Support System with secondary means via email or telephone.

All calls will be prioritised according to impact and urgency. Huume will respond to calls in the target response times set out below and will take reasonable steps to achieve the target resolution time. The Customer has the right to escalate calls of a particular urgency; escalation procedures exist to ensure that all required resources are assigned to a critical problem.

Each call is allocated a severity level as follows:

- Business critical impact
- Major operational impact
- Minor operational impact
- Minor operational inconvenience
- No operational impact

| Severity                        | Target Response Time | Target Resolution Time |
|---------------------------------|----------------------|------------------------|
| Business critical impact        | 2 working hours      | 1 working day          |
| Major operational impact        | 2 working hours      | 5 working days         |
| Minor operational impact        | 4 working hours      | 30 working days        |
| Minor operational inconvenience | 2 working days       | 60 working days        |
| No operational impact           | 5 working days       | To be mutually agreed  |

Business critical impact calls must always be made by telephone to the Huume Customer Services Team or other telephone numbers that might be supplied to the Customer from time to time.

## Backups

Backups are taken on every Live huume system in the following way:

- Transaction log backups approximately every 5 to 10 minutes
- Differential backups approximately every 12 hours
- Full databases backups once a week
- Database backups are retained for 35 days

Point-in-time restores can be done for any point in the last 35 days.

In addition, each week's full database backup is retained for 1 year.

Database backups are stored on geo-redundant storage across two data centres in the UK

Files stored in the huume document management system are stored on geo-redundant storage across two data centres in the UK, are backed up every 12 hours, and retained for 1 year.

## Annex 2: Data processing

---

This annex is related to the processing of Customer data by Huume as part of the development, support, maintenance and hosting of the Huume software.

For the purposes of this annex:

**Data Controller** is the Customer.

**Data Processor** is Huume.

The terms **Data Controller**, **Data Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **processing** (and **process** or **processed**) shall have the meanings given to them in the UK GDPR.

### Nature and purpose of processing

Huume processes the Customer's Personal Data in order to provide the Service to the Customer.

This data is processed for the purposes of:

- providing support to the Customer
- providing maintenance of the Huume Software
- providing hosting of the Huume Software and database.
- protecting the data
- ensuring availability of the data by making and restoring backups
- recovering the data in line with the Huume disaster recovery process, or as requested by the Customer

### Duration of processing

Huume processes the Personal Data for as long as a contract is in place with the Customer.

The Huume Software can be configured to meet the Data Retention periods specified by the Customer, so data will be retained in line with those where possible. These periods are defined by the Customer. Data no longer required is anonymised.

At the end of the contract, the Personal Data is fully removed from the Huume Software and database within 10 business days. If requested, the Personal Data is provided to the Customer prior to its removal.

Fully anonymised forms of the Personal Data may be retained for statistical and product development purposes.

### Types of Personal Data

The type of Personal Data varies depending on how the Customer has configured the system and the data they have collected.

It generally includes:

- name
- gender
- date of birth
- contact information
- addresses
- diversity monitoring information (religion, sexuality, ethnic origin)

However, it can be extended to collect almost any information the Customer requires.

## Categories of Data Subjects

The categories of Data Subject vary depending on how the Customer has configured the system.

They generally include:

- staff (those employed or contacted to the Customer) who use the system – past and present
- people requesting support or assistance from the Customer (e.g. homeless applicants or those wishing to join a housing register), and their families or other relationships
- people who have contacted the Customer
- landlords

## Sub-processors

As of May 2019, the following sub-processors are currently used to help deliver the Service:

| Sub-processor     | Data                    | Reason \ notes                                                                                                                                                                                                                                                                                              |
|-------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Microsoft</b>  | All data                | Microsoft's Azure cloud platform is used to host the Huume Software, database and files. All Personal Data is encrypted and stored within their UK data centres where possible. Microsoft do not have access to this data, unless needed for support purposes which would be rare and need to be authorised |
| <b>Mailgun</b>    | Emails sent or received | Facilitates the delivery of any emails sent or received via the system<br>Data limited to email addresses and the contents of the email<br>Data stored within their EU data centres.                                                                                                                        |
| <b>Gov.notify</b> | SMS sent                | Facilitates the delivery of any SMS (text) sent via the system<br>Data limited to mobile telephone number and the contents of the message<br>Data stored within their UK/EEA data centres.                                                                                                                  |