



ORDER FORM

Customer: [COMPANY NAME] LIMITED (No. [NUMBER])	Contact Telephone: [TELEPHONE]									
Customer's Address: [REGISTERED ADDRESS]	Contact E-Mail: [EMAIL]									
Primary Customer Contact: [NAME]										
Company: Thrive CSR Limited (No. NI634724) ("the Company")										
Company Registered Address: 1 Woodbank Lane, Holywood, County Down, Northern Ireland, BT18 0QA	Company E-Mail: support@thrive-platform.com									
Services: SaaS Software Services: Details of the software services to be provided have been agreed in Part 1 of the Description of Services below. Additional Services: Details of the Additional Services to be provided in addition to the SaaS Software Services are set out in Part 2 of the Description of Services below. (the SaaS Software Services and the Additional Services together being "the Service(s)")										
Service(s) Fees: Payable in advance and subject to Paragraph 5 of the attached Terms & Conditions. All prices quoted excl VAT.										
SaaS Software Service Fees										
<table border="1"><thead><tr><th>Component</th><th>One off fee</th><th>Ongoing (annual) fee</th></tr></thead><tbody><tr><td>Software configuration and training</td><td>£xxx</td><td>N/A</td></tr><tr><td>Ongoing Annual Software Subscription</td><td>N/A</td><td>£xxx</td></tr></tbody></table>		Component	One off fee	Ongoing (annual) fee	Software configuration and training	£xxx	N/A	Ongoing Annual Software Subscription	N/A	£xxx
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Initial Service Term relating to Ongoing Services 2 years from the date of commencement of the Services ("the Commencement Date")										

DESCRIPTION OF SERVICES

PART 1: Details of SaaS Software Services

Description: To be specified on an individual customer basis

Key Assumptions: To be specified on an individual customer basis

PART 2: Details of Additional Services

Thrive's Impact Evaluation Standard (IES) Framework of Social Value Metrics & Proxy Values

Your Thrive subscription will include a license to use the Company's 'Impact Evaluation Standard' (IES) social value calculation framework. The Impact Evaluation Standard (IES) is a framework of metrics and related 'proxy values' which fall under 5 broad themes. Proxy values, in this instance, are conversion factors that enable the user to calculate a monetary (£) value from the numeric value of the Customer's community activity e.g., the £ value of one hour of volunteering. The Company will provide these 'built-in' to the metrics and proxy 'banks' within the software system. The Customer will be able to select individual metrics and proxy values from the Impact Evaluation Standard (IES) framework from the metrics and proxy banks when setting up a new project or initiative. Social value data can then be tracked by the system against each metric and, where selected, a social value calculation will be completed for that metric using the associated proxy value.

In the absence of a definitive industry or regulatory standard which can provide a social value output the Impact Evaluation Standard (IES) framework has been commissioned by the Company and is developed and maintained by a consortium of experienced social value advisors. The data sources for this framework are varied but include data from government, non-profit, academic or 'think tank' sources which can be used to substantiate social value outputs. Your license for the Impact Evaluation Standard (IES) includes a list of sources so you can appraise the suitability of each metric and proxy for your particular business and use.

Additional Consultancy Services: To be specified on an individual customer basis

1. This agreement is made up of the above Contract Details and the attached Terms and Conditions and contains, among
other things, disclaimers, liability limitations and use limitations.
2. If there is any conflict or ambiguity between the Contract Details and the Terms and Conditions, the Contract Details shall prevail.

This Contract has been entered into on the date stated below.

Signed by Neil Macdonald (Director)
for and on behalf of **THRIVE CSR LIMITED**

.....

DATE:

Signed by [NAME OF DIRECTOR]
for and on behalf of **[CUSTOMER]**

.....

DATE: ("Contract Date")

TERMS AND CONDITIONS

Paragraphs 1 and 2 relate only to the SaaS Services. Paragraphs 3 to 10 apply to all Services.

1. SaaS SOFTWARE SERVICES AND SUPPORT

- a. Subject to the terms of this agreement, the Company will use commercially reasonable efforts to provide the Customer a cloud-based software platform the 'SaaS Services'. As part of the registration process, Customer will identify an administrative user name(s) and password(s) for Customer's Company account.
- b. Subject to the terms hereof, Company will provide Customer with reasonable technical support services, which includes an email-based helpdesk for use by Customer Administrators and a dedicated account manager. The service level target for the email helpdesk is a response within 1 business day.
- c. The uptime target for the Company's platform is 99.9%. At least 30 days prior to each anniversary of the Commencement Date the Customer may request that the Company review the Customer's uptime in relation to the current year of the Initial Service Term or of the then current renewal period ("**Relevant Period**"). If the average uptime of the platform in the Relevant Period is less than 99% ("**Minimum Level**"), for each 0.5% of uptime degradation below the Minimum Level, the Customer shall be entitled to a refund equivalent to 5% of the Fees paid by the Customer in relation to the Relevant Period.

2. RESTRICTIONS AND RESPONSIBILITIES

- a. Customer will not, directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the SaaS Services ("Software"); modify, translate, or create derivative works based on the SaaS Services or any Software (except to the extent expressly permitted by Company or authorised within the SaaS Services); use the SaaS Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
- b. The Customer will use the SaaS Services only for the purposes defined in the agreement and all applicable laws and regulations. The Customer shall ensure and be responsible for the accuracy of any Customer data and shall ensure its use complies with all applicable laws.
- c. Customer shall be responsible for obtaining and maintaining any equipment necessary to connect to and use the cloud-based SaaS Services (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account passwords (including but not limited to administrative and user passwords) and Customer files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent
- d. Where the SaaS Services enable the Customer to calculate or measure social value and also permit the Customer to integrate, combine or otherwise make use of third party related values, figures, Proxy Values or calculation methodologies with the Services, to enable or facilitate that calculation or evaluation, the Customer is solely responsible for ensuring that and warrants and undertakes to the Company that it either owns or has a valid license to use those related values, figures, Proxy Values or calculation methodologies and to integrate those with the Services in that manner and that such integration or combination or use of such third party related values, figures, Proxy Values or calculation methodologies in conjunction with the Services shall not infringe, any patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality belonging to any third party. Where the Services explicitly include the use of the Company's Impact Evaluation Standard (IES) framework of metrics & proxy values, this will constitute a valid license for the Customer's use of these for the duration of the Term.

3. BACK UP, DATA SECURITY AND DATA PROTECTION

- a. In this paragraph 3, the following words shall have the following meanings:
 - i. **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
 - ii. **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic

communications);

- iii. **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- b. The Company shall (1) create an encrypted back-up copy of the Client Data (the data inputted by the Customer, Authorised Users, or the Company on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services; (2) shall ensure that each such copy is sufficient to enable the Company to restore the Services to the state they were in at the time the back-up was taken, and (3) shall retain and securely store each such copy for a minimum period of 30 days.
- c. In the event of any loss or damage to Client Data, the Customer's sole and exclusive remedy against the Company shall be for the Company to use reasonable endeavours to restore to the platform the Client Data stored in any back-up copy created and stored by the Company in accordance with paragraph 3b. The Customer acknowledges that this process will overwrite the Client Data on the platform prior to the restoration. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by the Company to perform services related to Client Data maintenance and back-up.)
- d. The Company shall, in providing the Services, comply with its GDPR and Privacy Policy relating to the privacy and security of the Client Data available at www.thrive-platform.com or such other website address as may be notified to the Customer from time to time, as such document[s] may be amended from time to time by the Company in its sole discretion.
- e. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Paragraph 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- f. The parties acknowledge that:
 - i. if the Company processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and the Company is the processor for the purposes of the Data Protection Legislation.
 - ii. the Company will store data in the United Kingdom (UK) and will not directly transfer the data outside the UK. However, the Customer's system administrators may view the data in their country of origin.
- g. Without prejudice to the generality of paragraph 3(e), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of this agreement so that the Company may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.
- h. Without prejudice to the generality of paragraph 3(e), the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under this agreement:
 - i. process that personal data only on the documented written instructions of the Customer unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data ("Applicable Laws"). Where the Company is relying on Applicable Laws as the basis for processing personal data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
 - ii. not transfer any personal data outside of the United Kingdom unless the following conditions are fulfilled:
 - 1. the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - 2. the data subject has enforceable rights and effective legal remedies;
 - 3. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 4. the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - iii. 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;
 - iv. notify the Customer without undue delay on becoming aware of a personal data breach;

- v. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
 - vi. maintain complete and accurate records and information to demonstrate its compliance with this paragraph 3 and immediately inform the Company if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.
- i. The Company shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage to, personal data, that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage to, personal data, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). Details of the technical and organisational measures that the Company will have in place are included at Schedule 1.
 - j. The Customer shall ensure that it has in place appropriate technical and organisational measure to protect against unauthorized access or unlawful processing of personal data caused by, or in relation to, use of the system by its staff.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- b. Customer shall own all right, title and interest in and to the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support services, and (c) all intellectual property rights related to any of the foregoing and to any documents made available to the Customer by the Company including the user instructions for the Services.
- c. Notwithstanding anything to the contrary, Company shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
- d. The above provisions of this paragraph 4 shall survive termination of this agreement, however arising.

5. PAYMENT OF FEES

- a. Customer shall pay Company the Services Fees set out in the Order Form for the Services (the "Fees"). The Company reserves the right to institute new charges and Fees for any additional Services implemented during the service term at the request of the Customer. The Company may annually increase Service Fees in line with any increase in the Consumer Prices Index during the previous year. The Company shall give the Customer not less than 30 days' prior notice in writing of any such changes. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer

support department.

b. The Company shall invoice the Customer:

- i. On the Contract Date for any Implementation Fees, other one-off fees and the fees due for the first Year of the Initial Service Term;
- ii. for each remaining year of the Initial Service Term, at least thirty (30) days prior to each anniversary of the Commencement Date for the Fees payable in respect of the following 12 months of the Initial Service Term; and
- iii. and at least thirty (30) days prior to the expiry of the Initial Service Term for the Fees payable in respect of the first year of the next renewal period and for each remaining year of that renewal period, at least thirty (30) days prior to each anniversary of the Commencement Date for the Fees payable in respect of the following 12 months of that renewal period;
- iv. upon the implementation of any other Services agreed during the contract period over and above the Services detailed in the original specification

and the Customer shall pay each invoice within 30 days after the date of such invoice.

- c. If the Company has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Company (a) the Company may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 1.5 % per annum (or the maximum permitted by law, whichever is lower) commencing on the due date and continuing until fully paid, whether before or after judgment and all expenses of collection shall be payable by the Customer.
- d. All amounts and fees stated or referred to in this agreement: (a) shall be payable in pounds sterling; (b) are, non-cancellable and non-refundable; and (c) are exclusive of value added tax, which shall be added to the Company's invoice(s) at the appropriate rate.

6. TERM AND TERMINATION

- a. Subject to earlier termination as provided below, this agreement shall commence on the Contract Date and shall continue for any Initial Service Term which is specified in respect of such Service in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests written termination at least thirty (30) days prior to the end of the then-current term.
- b. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if (a) the other party (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this agreement).
- c. Either party may also terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.
- d. In addition to any other remedies it may have, upon termination of this agreement for any reason:
 - i. all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
 - ii. Customer will pay in full for the Services up to and including the last day on which the Services are provided; and
 - iii. Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data.
- e. Upon termination, all sections of this agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY

Company shall use reasonable efforts to provide all Services in accordance with the terms of the Agreement and consistent with prevailing industry standards. With respect to SaaS Software Services the Company shall provide and maintain the SaaS Services in a manner which minimises errors and interruptions in the SaaS Services. SaaS Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the SaaS Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the SaaS Services. Except as expressly set forth in this section, all Services are provided "as is" and Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

8. INDEMNITY

- a. Company shall indemnify the Customer against any liability to third parties resulting from infringement by the Customer's use of the Services in accordance with this agreement of any United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and given sole authority to defend or settle the claim; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues actual or allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement or in a manner contrary to the instructions given to the Customer by the Company;. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a licence to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement on 2 business days' notice and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- b. This paragraph 8 and paragraph 9 state the Customer's sole and exclusive rights and remedies, and the Company's (including the Company's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

9. LIMITATION OF LIABILITY

- a. Except as expressly and specifically provided in this agreement the Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to the provision of any of the Services or any subject matter of this agreement or terms and conditions related thereto in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, claim for indemnification or otherwise for: (a) error or interruption of use or for loss or inaccuracy or corruption of data or information or cost of procurement of substitute goods, services or technology or loss of business; (b) any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; or (c) any matter beyond company's reasonable control; or (d) any amounts (in contract (including in respect of the indemnity at paragraph 8, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement) that, together with amounts associated with all other claims, exceed the Fees paid by Customer to Company for the Services under this agreement in the 12 months immediately preceding the act that gave rise to the liability (including in respect of the indemnity at paragraph 8) , in each case, whether or not Company has been advised of the possibility of such damages.
- b. The Customer shall mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim (including any claim for indemnification) with respect to any subject matter of this agreement or terms and conditions related thereto in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, claim for indemnification or otherwise.

- c. Except as expressly and specifically provided in this agreement, the Services are provided to the Customer on an 'as is' basis and the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use.
- d. Nothing in this agreement excludes the liability of any party for death or personal injury caused by the Company's negligence; or for fraud or fraudulent misrepresentation.

10. MISCELLANEOUS

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. This agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent (such consent not to be unreasonably withheld or delayed). Company may transfer and assign any of its rights and obligations under this agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales. The Customer agrees that from the Contract Date, the Company can refer to the Customer as a client and can use the Customer's logo on its marketing material, as long as this use is in line with the Customer's brand guidelines. Within 6 months of the Commencement Date the Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

Schedule 1 – Security Measures

In order to fulfil its obligations under this agreement, the Company shall implement such appropriate technical and organisational measures as may be necessary to ensure the security of the Personal Data. The key measures are:

1. Organisational management processes and staff responsible for the development, implementation and maintenance of the Company's information security policy and procedures;
2. Encryption of data in transmit using SSL/HTTPS and at rest using AES256;
3. Protection of servers by anti-malware/anti-virus and an intrusion prevention system with 24/7 alerting;
4. Backups taken daily that are encrypted, secured and held for a minimum of 30 days. Only the Company's nominated senior staff have access.
5. Maintenance of cold standby server(s) which backups can be restored to if the production server(s) are unavailable and testing of backups and failover on a monthly basis;
6. Internal penetration style testing on a quarterly basis and quarterly external security scans;
7. Implementation of strict access controls, detailed logging of actions taken within the system and a custom-built intrusion detection system to detect unusual access behaviours;
8. Restriction of access to the Customer's data to the Company's current staff members whose roles relate to the services provided to the Customer and use of strong passwords and two factor authentication, with all access to the Customer's data being logged and audited;
9. Maintenance of data breach and alerting policies, with all staff being required to sign confidentiality and data handling policies; and
10. Data protection training for staff.