Software as a Service

licence, support, and maintenance agreement

DATE

03 October 2025

PARTIES

1. Statlog Pro Limited, a company incorporated in England and Wales (registration number 12351224) having its registered office and having principal place of business at The Pavilion, Ascot Racecourse, High Street, Ascot SL5 7JF (the "**Provider**"); and

2. name and address…… (the "**Customer**").

AGREEMENT

1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Change**" means any change to the scope of the Services or the scope of the licenses granted by the Provider under this Agreement OR any change to this Agreement;

"**Charges**" means the following amounts:

(a) the amounts specified in Paragraphs 2 and 4 of Schedule 1 (Hosted Services Particulars);

(b) such amounts as may be agreed in writing by the parties from time to time;

"**Confidential Information**" means the Provider Confidential Information and the Customer Confidential Information;

"**Customer Confidential Information**" means:

(a) any information disclosed by or on behalf of the Provider to the Customer during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked or described as "confidential"; or

(ii) should have been reasonably understood by the Customer to be confidential;

(b) the terms of this Agreement;

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by

the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"**Customer Personal Data**" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding data with respect to which the Provider is a data controller;

"**Customer Indemnity Event**" has the meaning given to it in Clause 17.3;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Documentation**" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"**Provider Indemnity Event**" has the meaning given to it in Clause 17.1;

"**Effective Date**" means the date of execution of this Agreement;

"**EULA**" means the end user license agreement for the Hosted Services that is set out in Schedule 4 (EULA), as it may be updated from time to time in accordance with its terms;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means the Software which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having a materially adverse effect on the operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;

(b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

(c) a failure of the Customer to perform or observe any of its obligations in this Agreement]; and/or

(d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in Part 1 of Schedule 1 (Specification of Hosted Services) and in the Documentation;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the application to the Software of Updates and Upgrades;

"**Minimum Term**" means, in respect of this Agreement, a period of 12 calendar months from the start of this Agreement.

"**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"**Provider Confidential Information**" means:

(a) any information disclosed by or on behalf of the Provider to the Customer during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked or described as "confidential"; or

(ii) should have been reasonably understood by the Customer to be confidential;

(b) the Source Code;

(c) the terms of this Agreement; and

(d) the Documentation;

"**Release**" means, in respect of an Update or Upgrade, the release of that Update or Upgrade (as the case may be) to the customers of the Provider generally (and "**Released**" shall be construed accordingly);

"**Schedule**" means any schedule attached to the main body of this Agreement;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"**Set Up Services**" means the installation, integration and configuration of the Software in accordance with Paragraph 2 of Schedule 1 (Set Up Services);

"**Source Code**" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

"**Support Services**" means support in relation to the use of the Software and the identification and resolution of errors in the Software, but shall not include the provision of training services whether in relation to the Software or otherwise;

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"**Term**" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"**Update**" means a hotfix, patch or minor version update to the Platform Software; and

"**Upgrade**" means a major version upgrade of the Software.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force indefinitely via a rolling monthly contract, which means an initial 12-month agreement to provide services. At the end of the initial term, this contract will automatically roll into a new twelve month agreement unless written notice is given to us via an email request to helpdesk@statlog.co.uk no later than the last day of the eleventh month of the last year of the current contract term.

3. Hosted Services

3.1 The Provider shall ensure that the Platform will, on the Effective Date, automatically generate an Account for the Customer and provide to the Customer login details for that Account.

3.2 The Provider hereby grants to the Customer an England and Wales wide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.

3.3 The license granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:

(a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer in connection with the Customer sites identified within Schedule 1 paragraph 5 (physical Customer sites);

(b) the Hosted Services may only be used by the named users identified in Schedule 1 (Hosted Services particulars), providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein.

3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Hosted Services;

(b) the Customer must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software, or access to the Software;

(c) the Customer must not permit any unauthorised person to access or use the Hosted Services;

(d) the Customer must not use the Hosted Services to provide services to third parties;

(e) the Customer must not republish or redistribute any content or material from the Hosted Services;

(f) the Customer must not make any alteration to the Platform; and

(g) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.

(h) the Customer must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.

3.5 The Customer shall use all reasonable endeavors, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.

3.6 The Provider shall use reasonable endeavors to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services but does not guarantee 100% availability.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of the Customer's computer systems or networks;

(d) any breach by the Customer of this Agreement; or

(e) scheduled maintenance carried out in accordance with this Agreement.

3.8 The Customer must comply with the EULA (Schedule 4) and must ensure that all persons who use the Software with the authority of the Customer comply with the EULA.

3.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

3.10 The Customer must not use the Hosted Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

3.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Customer Data

4.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.

4.2 The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

4.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

4.4 Within the period of 2 Business Days following receipt of a written request from the Customer, the Provider shall use reasonable endeavors to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 4.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

5. Set Up Services

5.1 The Provider shall provide the Set-Up Services to the Customer.

5.2 The Provider shall use reasonable endeavors to ensure that the Set-Up Services are provided as soon as practicable after the start of the Effective date of this Agreement.

5.3 The Customer acknowledges that a delay in the Customer performing its obligations in this Agreement may result in a delay in the performance of the Set Up Services which in such circumstances will not be considered a breach by the Provider.

5.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider. If the works arising out of such performance form part of the Software, they shall be licensed to the Customer under Clause 3.

6. Source Code

6.1 Nothing in this Agreement shall give to the Customer or any other person any right to access or use the Source Code or constitute any license of the Source Code;

6.2 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

7. Maintenance Services

7.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

7.2 The Provider shall provide the Maintenance Services with reasonable skill and care.

7.3 The Provider shall provide the Maintenance Services in accordance with Schedule 2 (Maintenance SLA).

7.4 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

8. Support Services

8.1 The Provider shall provide the Support Services to the Customer during the Term.

8.2 The Provider shall provide the Support Services with reasonable skill and care.

8.3 The Provider shall provide the Support Services in accordance with Schedule 3 (Support SLA).

8.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

9. Customer obligations

9.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

(a) co-operation, support and advice;

(b) information and documentation (Schedule 1, paragraph 3); and

(c) governmental, legal and regulatory licenses, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

10. No assignment of Intellectual Property Rights

10.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

11. Charges

11.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement

11.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

12. Payments

12.1 The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate.

12.2 The Customer must pay the Charges to the Provider within the period of 14 days following the issue of an invoice in accordance with this Clause 12.

12.3 The Customer must pay the Charges by direct debit or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

12.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

(a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month; or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

13. Confidentiality obligations

13.1 The Provider must:

(a) keep the Customer Confidential Information strictly confidential;

(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;

(c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Customer Confidential Information; and

(e) not use any of the Customer Confidential Information for any purpose other than the development, operation and maintenance of Statlog®.

13.2 The Customer must:

(a) keep the Provider Confidential Information strictly confidential;

(b) not disclose the Provider Confidential Information to any person without the Provider’s prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;

(c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Provider Confidential Information; and

(e) not use any of the Provider Confidential Information for any purpose other than the use of Statlog®.

13.3 Notwithstanding Clauses 13.1 and 13.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

13.4 No obligations are imposed by this Clause 13 with respect to a party's Confidential Information if that Confidential Information:

(a) is known to the other party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the other party; or

(c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

13.5 The restrictions in this Clause 13 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

13.6 Upon the termination of this Agreement, each party must immediately cease to use the other party's Confidential Information.

13.7 The provisions of this Clause 13 shall continue in force indefinitely following the termination of this Agreement.

14. Data protection

14.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

14.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

14.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement:

(a) the Personal Data of data subjects falling within the categories specified in Paragraph 1 of Schedule 5 (Data processing information) (or such other categories as may be agreed by the parties in writing); and

(b) Personal Data of the types specified in Paragraph 2 of Schedule 5 (Data processing information) (or such other types as may be agreed by the parties in writing).

14.4 The Provider shall only process the Customer Personal Data for the purposes specified in Paragraph 3 of Schedule 5 (Data processing information).

14.5 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 14.

14.6 The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:

(a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities in England and Wales, providing that such transfers must be protected by appropriate safeguards;

(b) the Provider may transfer the Customer Personal Data to its sub-processors in the jurisdictions identified in Paragraph 5 of Schedule 5 (Data processing information), providing that such transfers must be protected by any appropriate safeguards identified therein; and

14.7 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

14.8 Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

14.9 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

14.10 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Paragraph 4 of Schedule 5 (Data processing information).

14.11 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third-party processor, and if the Customer reasonably objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third-party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 14.

14.12 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties, and third parties within the categories, identified in Paragraph 5 of Schedule 5 (Data processing information).

14.13 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

14.14 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 14.14.

14.15 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after the Provider becomes aware of the breach.

14.16 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 14 and the Data Protection Laws. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause14.16, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable

request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

14.17 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

14.18 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 14. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 14.18, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of this Agreement or any security breach affecting the systems of the Provider.

14.19 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavors promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

15. Warranties

15.1 The Provider warrants to the Customer that:

(a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

(b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

(c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

15.2 The Provider warrants to the Customer that:

(a) the Platform and Hosted Services as provided will conform in all material respects with the Hosted Services Specification;

(b) the Hosted Services will be supplied free from material Hosted Services Defects

(c) the Platform will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(d) the Platform shall incorporate security features reflecting the requirements of good industry practice.

15.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.

15.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

15.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may act reasonably at its own cost and expense:

(a) modify the Hosted Services in such a way that it no longer infringes the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

15.6 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

15.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

16. Acknowledgements and warranty limitations

16.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

16.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Software will be entirely secure.

16.3 The Customer acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Provider does not warrant or represent that the Software will be compatible with any other software.

16.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Software or the use of the Software by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

17. Indemnities

17.1 The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Provider of this Agreement (a "**Provider Indemnity Event**").

17.2 The Customer must:

(a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;

(b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;

(c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and

(d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

and the Provider's obligation to indemnify the Customer under Clause 17.1 shall not apply unless the Customer complies with the requirements of this Clause 17.2].

17.3 The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts

reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Customer of this Agreement (a "**Customer Indemnity Event**").

17.4 The Provider must:

(a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

(c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

and the Customer's obligation to indemnify the Provider under Clause 17.3 shall not apply unless the Provider complies with the requirements of this Clause 17.4.

17.5 The indemnity protection set out in this Clause 17 shall be subject to the limitations and exclusions of liability set out in this Agreement.

18. Limitations and exclusions of liability

18.1 Nothing in this Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

18.2 The limitations and exclusions of liability set out in this Clause 18 and elsewhere in this Agreement:

(a) are subject to Clause 18.1; and

(b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

18.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

18.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

18.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

18.6 Neither party shall be liable to the other party in respect of any loss of use or production.

18.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

18.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

18.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

18.10 The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the lesser of:

(a) the actual damages incurred; or

(b) the total amount paid and payable by the Customer to the Provider under this Agreement in the 6-month period preceding the commencement of the event or events.

18.11 The aggregate liability of each party to the other party under this Agreement shall not exceed the lesser of:

(a) the actual damages incurred; or

(b) the total amount paid and payable by the Customer to the Provider under this Agreement in the 6-month period preceding the commencement of the event or events.

19. Force Majeure Event

19.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

19.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

19.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

20. Termination

20.1 The Provider may terminate this Agreement by giving to the Customer notice no later than the last day of the eleventh month of the last year of the current contract term.

20.2 The Customer may terminate this Agreement by giving to the Provider notice no later than the last day of the eleventh month of the last year of the current contract term.

20.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a) the other party commits any material breach of this Agreement, and the breach is not remediable in the opinion of the party in breach;

(b) the other party commits a material breach of this Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or

(c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).

20.4 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;

(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);

20.5 The Provider may terminate this Agreement immediately by giving written notice to the Customer if:

(a) any amount due to be paid by the Customer to the Provider under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) the Provider has given to the Customer at least 14 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 20.5.

21. Effects of termination

21.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 6, 10, 11, 12, 13, 14.1, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, 14.16, 14.17, 17, 18, 21, 26, 27, 30

21.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

21.3 Within 30 days following the termination of this Agreement for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement and in respect of licenses in effect before the termination of this Agreement; and

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be (but are not) provided to the Customer after the termination of this Agreement and in respect of licenses that were to be (but are not) in effect after the termination of this Agreement,

without prejudice to the parties' other legal rights.

21.4 For the avoidance of doubt, the licenses of the Software and Source Code in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Customer must immediately cease to use the Software and Source Code upon the termination of this Agreement.

21.5 Within 10 Business Days following the termination of this Agreement, the Customer shall:

(a) return to the Provider or dispose of as the Provider may instruct all media in its possession or control containing the Software and Source Code; and

(b) irrevocably delete from all computer systems in its possession or control all copies of the Software and Source Code.

22. Notices

22.1 Any notice given under this Agreement must be in writing, whether or not described as "written notice" in this Agreement.

22.2 Any notice given by the Customer to the Provider under this Agreement must be:

(a) sent by recorded signed-for post;

using the relevant contact details set out in Clause 22.4.

22.3 Any notice given by the Provider to the Customer under this Agreement must be:

(c) sent by recorded signed-for post;

using the relevant contact details set out in Clause 22.4.

22.4 The parties' contact details for notices under this Clause 34 are as follows:

(a) in the case of notices sent by the Customer to the Provider, The Company Secretary, Statlog Pro limited, The Pavilion, Ascot Racecourse, High Street, Ascot SL5 7JF; and

(b) in the case of notices sent by the Provider to the Customer,

[school name and address].....

22.5 The addressee and contact details set out in Clause 22.4 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 22.

22.6 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:

(a) in the case of notices sent by post, upon receipt of recipient signature;

23. Subcontracting

23.1 Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

23.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

24. Assignment

24.1 The Provider must not assign, transfer or otherwise deal with the Provider's contractual rights and/or obligations under this Agreement without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed, providing that the Provider may assign the entirety of its rights and obligations under this Agreement to any Affiliate of the Provider or to any successor to all or a substantial part of the business of the Provider from time to time.

24.2 The Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under this Agreement without the prior written consent of the

Provider, such consent not to be unreasonably withheld or delayed, providing that the Customer may assign the entirety of its rights and obligations under this Agreement to any Affiliate of the Customer or to any successor to all or a substantial part of the business of the Customer from time to time.

24.3 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

25. No waivers

25.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

25.2 No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this Agreement.

26. Severability

26.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

26.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

27. Third party rights

27.1 This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

27.2 The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

28. Variation

28.1 This Agreement may not be varied except by means of a written document signed by or on behalf of each party.

29. Entire agreement

29.1 The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

29.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

29.3 The provisions of this Clause 29 are subject to Clause 18.1.

30. Law and jurisdiction

30.1 This Agreement shall be governed by and construed in accordance with English law.

30.2 Any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England.

31. Interpretation

31.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

31.2 The Clause headings do not affect the interpretation of this Agreement.

31.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

31.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY …… on (date)……..

(print name) ……..

duly authorised for and on behalf of the Provider: Statlog Pro Limited

SIGNED BY …… on (date)……..

(print name) ……..

duly authorised for and on behalf of the Customer:

SCHEDULE 1 (HOSTED SERVICES PARTICULARS)

1. Specification of Hosted Services

1. ***Statlog® Complete Package*** *(Sites module, Contractor Database Module, Site Manager's Statutory Testing module, Specialist Contractor's Statutory Testing module, Planned Preventative Maintenance Module, Major Items Survey Tool module, Capital Programme Manager module (CPM), Project manager module, CDM Assist module, Asset Manager module, Contracts Manager module, Internal Helpdesk module.)*

2. Set Up Services

Initial configuration

Initial standard software configuration – included within ongoing monthly charges under this Schedule 1 paragraph 4.

Additional t*raining*

Statlog® managed software is cloud based and is remotely supported by the Statlog® in-house team. All our software is designed to be very simple to use with clear step by step instructions. However, should training be required we offer training days for up to ten people at the following rates (assuming you can provide a suitable venue):-

- At our Ascot offices or online - £800 plus VAT
- Within 80 miles of Ascot - £1,200 plus VAT
- 80 -150 miles of Ascot - £1,600 plus VAT
- Over 150 miles of Ascot - £2,000 plus VAT

We also periodically run group training sessions for individuals staring at £225 plus VAT per person

Bespoke software development

Additional customisation and bespoke software development – fees to be agreed if service required

3. Customer Information

School and contractor information (sufficient to populate Statlog® with initial information) provided on Provider supplied Excel spreadsheet pro-forma or other agreed method.

4. Financial provisions

Annual ongoing Statlog® license, maintenance, support, updates and upgrades at £xxxx per month for the initial 12-month term.

This Agreement shall continue in force indefinitely via a rolling monthly contract, which means an initial 12-month agreement to provide services. At the end of the initial term, this contract will automatically roll into a new twelve month agreement unless written notice is given to us via an email request to helpdesk@statlog.co.uk no later than the last day of the eleventh month of the last year of the current contract term. Cost will increase by the RPI each year moving forward after the initial term.

5. Customer sites

School name

SCHEDULE 2 (MAINTENANCE SLA)

1. Introduction

1.1 This Schedule 2 sets out the service levels applicable to the Maintenance Services.

2. Updates

2.1 The Provider shall apply Updates to the Hosted Services as required to ensure continued functionality and stability. Where these substantially affect or are likely to substantially affect the Hosted Services users, users will be notified of the changes made within 24 hours of the changes being made.

3. Upgrades

3.1 The Provider shall keep the Customer reasonably informed during the Term of its plans for the release of Upgrades; however, except to the extent that the parties agree otherwise in writing, the Provider shall have no obligation to release Upgrades with features requested by the Customer or to take into account the opinions of the Customer in relation to plans for the release of Upgrades.

3.2 The Provider shall produce Upgrades during the Term and shall make such Upgrades available to the Customer in accordance with the provisions of this Schedule 2.

3.3 The Provider shall give to the Customer at least 3 Business Days' prior written notice of the Release of an Upgrade.

3.4 The Provider shall apply each Upgrade to the Hosted Services within the period of 10 Business Days following Release unless the Customer gives to the Provider prior written notice that the Provider should not apply the Upgrade to the Hosted Services.

3.5 If, as a consequence of any request, act or omission of the Customer, an Upgrade that has been Released is not applied to the Hosted Services within the period of 20 Business Days following such Release, then the Provider will be under no obligation to support or maintain the Hosted Services for the Customer and will not warrant the continued performance of the software until the Upgrade has been applied in full.

SCHEDULE 3 (SUPPORT SLA)

1. Introduction

1.1 This Schedule 3 sets out the service levels applicable to the Support Services.

2. Helpdesk

2.1 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 3.

2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

2.3 The Provider shall ensure that the helpdesk is accessible by telephone and email.

2.4 The Provider shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term. In addition, the Provider shall [provide a special telephone number for the Customer to report critical issues outside of Business Hours.

2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

3.1 Issues raised through the Support Services shall be categorised as follows:

(a) critical: the Software is inoperable, or a core function of the Software is unavailable;

(b) serious: a core function of the Software is significantly impaired;

(c) moderate: a core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired; and

(d) minor: any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.

3.2 The Provider shall determine, acting reasonably, into which severity category an issue falls.

3.3 The Provider shall use reasonable endeavors to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:

(a) critical: 1 Business Hour;

(b) serious: 4 Business Hours;

(c) moderate: 1 Business Day; and

(d) minor: 5 Business Days.

3.4 The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

3.5 The Provider shall use reasonable endeavors to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

(a) critical: 4 Business Hours;

(b) serious: 8 Business Hours;

(c) moderate: 4 Business Days; and

(d) minor: 10 Business Days.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely.

5. Limitations on Support Services

5.1 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:

(a) any factor outside the scope of the Support Services;

(b) the improper use of the Software by the Customer; or

(c) any alteration to the Software made without the prior consent of the Provider.

5.1 If the Provider provides Support Services at the request of the Customer and the Provider, after beginning the provision of those Support Services, reasonably concludes that the Provider has no obligation to provide those Support Services by virtue of the exceptions set out in Paragraph 5.2, the Provider may levy additional Charges in respect of:

(a) those Support Services; and

(b) any subsequent Support Services provided in relation to the issue with the consent of the Customer,

SCHEDULE 4 (EULA)

Thank you for accessing our Statlog® Service, please read all these terms and conditions carefully. If you are not sure about anything, please contact us at helpdesk@statlog.co.uk.

We are Statlog Pro Limited of The Pavilion, Ascot Racecourse, High Street, Ascot SL5 7JF with email address helpdesk@statlog.co.uk and telephone number 03331 123 133. Our registered company number is 12351224.

1. Acceptance of terms

***1.1** Statlog® provides its services to customer through its web site located at www.statlog.co.uk and / or via our telephone helpdesk on 03331 123133, subject to these terms.*

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE Statlog® SITE OR USE THE SERVICES OR CONTENT. BY VIEWING OR USING ALL OR ANY PART OF THE SERVICES OR THE SITE, OR ANY MATERIALS OR BY COMPLETING ANY REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY THESE TERMS:

***1.2** By accepting these terms, or by accessing or using the service or site, you represent and acknowledge that you have read, understood, and agree to be bound by these terms, and that the information you provide to the service is accurate, complete, and is yours or within your right to use. If you are entering into these terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its subsidiaries and affiliates to these terms. If you do not have such authority, or if you do not agree with these terms, you must not accept these terms and may not use the service.*

***1.3** You acknowledge that these terms constitute an agreement between you and us, even though it is electronic and is not physically signed by you and us, and that these terms govern your use of the service.*

***1.4** The service is for use in the United Kingdom only. You must not access the service from any other jurisdiction.*

***1.5** You are entirely responsible for all compliance with laws and regulations which apply to you.*

2. Description of service

***2.1** The service includes the web site and services provided to you through our web site and / or telephone helpdesk, including all software, data, text, images, sounds, videos, and other content made available through the site. Any new features added to or augmenting the service are also subject to these terms.*

***2.2** We make commercially reasonable efforts to have the web site and services available 24x7, except for: (a) planned downtime or (b) circumstances beyond our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, or technical failures beyond our control.*

***2.3** In the case of services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.*

***2.4** We can make changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.*

3. Your responsibilities

***3.1** You must co-operate with us in all matters relating to the services, provide us and our authorised employees and representatives with all information required to perform the services. Failure to comply with this clause is a client default which entitles us to suspend performance of the services until you remedy it.*

3.2 *You are responsible for all information, data, text, messages or other materials that you post or is otherwise transmitted via the service. You are responsible for maintaining the confidentiality of your login and account and are fully responsible for any and all activities that occur under your login or account.*

3.3 *You are responsible for the truthfulness, accuracy, reliability and completeness of any communications provided by you and of any opinions you express in reviews and any ratings provided by you on the service.*

4. Access and use of the service

4.1 *Subject to these terms and conditions, you agree to access and use the service only for your internal business purposes as contemplated by these terms. Except your limited right to access and use the service as expressly granted to you here, all rights, title and interest in and to the service and its components, including all related intellectual property rights, will remain with and belong exclusively to us.*

4.2 *You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make the service available to any third party, other than as expressly permitted by these Terms; (b) use the service to process data on behalf of any third party, (c) modify, adapt or hack the service to falsely imply any sponsorship or association with us, or otherwise attempt to gain unauthorized access to the service or its related systems or networks; (d) use the service in any unlawful manner, including but not limited to violation of any persons privacy rights, infringing any person's intellectual property rights, or sending spam or otherwise duplicative or unsolicited messages in violation of applicable law, (e) use the service in any manner that interferes with or disrupts the integrity or performance of the service and its components; (f) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the service; (g) use the service to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or contains any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (h) try to use, or use the service in violation of these terms.*

5. Privacy and security

5.1 *You permit us to use the data you provide and share this where required with third parties in order to provide the service to you.*

5.2 *In providing you the service, we shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of your data. These safeguards include, where applicable, encryption of your data in transmission (using SSL or similar technologies), except for certain external third-party integrations that do not support encryption, which you may link to the service at your choice.*

5.3 *You agree that we can access your account information in order to respond to your service requests. We will not disclose such data except to enable us to provide you with the service or if compelled by law or when permitted by you.*

5.4 *Statlog® is responsible for securing the storage, transmission, and processing of data that flows through its systems.*

5.5 *We use cookies (small files which asks permission to be placed on your computer's hard drive) in order to allow Statlog® to respond to you as an individual, tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. You can choose to accept or decline cookies, however, if you decline you understand that this may prevent you from taking full advantage of Statlog® and may prevent us from providing all or part of the service to you.*

5.6 *You are fully responsible for the security of the data on your site or otherwise in your possession. While Statlog® helps to make compliance easier; you are solely responsible for compliance with any laws, regulations, or rules applicable to your business.*

5.7 *You understand that any opinions you express, reviews you make or ratings you give via the service are in the public domain and will be shared with others using the service and third parties.*

5.8 GDPR

The following is a summary of our data protection policy relating to Statlog® users. The full policy can be reviewed and downloaded from Statlog® or requested from helpdesk@statlog.co.uk.

5.8.1 What personal data do we obtain and hold, from whom and why?

We hold a small amount of personal data in respect of business organisation personnel including those from; central and local government; religious and educational establishments; commercial enterprises; charities; Statlog® users; building consultants; contractors; suppliers; and collaborating organisations. In addition, we also hold a small amount of personal data in respect of Governing Body volunteers.

We only ever hold adequate and relevant data, limited to what is necessary to operate Statlog® effectively and for no other purpose.

We do not hold or process 'sensitive data' under the scope of the GDPR. We regularly review the data use within our business and have currently concluded that a data protection impact assessment (DPIA) is not required and that the data or processing of that data is not considered 'high risk' under the scope of the GDPR.

The following is all the personal data we would currently ever hold:-

- *Names*
- *Business addresses*
- *Business telephone numbers*
- *Business email addresses*
- *Personal addresses (if individuals have given this to us)*
- *Personal telephone numbers (if individuals have given this to us)*
- *Personal email addresses (if individuals have given this to us)*
- *IP addresses*
- *Location*
- *Hardware and software being used (to enable appropriate IT support to be given)*
- *Whether or not a DBS check exists (but not the actual check or result)*

5.8.2 What are the risks?

Most, if not all, of the personal data we process in respect of clients, potential clients, suppliers, consultants, contractors, collaborating organisations and officials is already freely available within the public domain. The likelihood of any harm resulting in a data breach of this information is very low.

5.8.3 What is the lawful basis applicable to us for processing personal data?

At least one (usually more) of the following applies to you: -

Consent: *you are explicitly agreeing to us processing your data via this EULA.*

Contract: *the processing of some of your personal data may also be necessary for a contract we have with you or your organisation.*

Legal obligation: *where the processing is necessary for us to comply with the law.*

Legitimate interests: *the processing is necessary for your legitimate interests or the legitimate interests of your organisation.*

5.8.4 How do we use personal data?

The personal data you or your organisation provide is made available to all Statlog® users and collaborating organisations in order to enable the software to function.

5.8.5 How can I find out what personal data you hold relating to me?

Email helpdesk@statlog.co.uk or call us on 03331 123133. You will initially be provided with a list of the type of data we hold (not the actual data) via a pro-forma email response within 14 working days. If you then require the actual data, you will be asked to verify your identity before data is sent.

5.8.6 How long do we keep personal data?

Where your data has been actively used within Statlog®, we are legally bound to keep all associated *data for a period of twelve years, after which it will be automatically removed and securely destroyed.*

6. Contract duration, cancellation and termination

***6.1** Where you are using the Statlog® service or a part of the Statlog® service as a Local Site operative to manage a site premises (e.g. Business, School, Academy). Duration, cancellation and termination terms are determined by a separate rolling monthly contract between the Site and Statlog Pro limited.*

***6.2** Where you are using the Statlog® service or a part of the Statlog® service as a Central Fundholder (eg. Business, Diocese, Local Authority, Academy Trust). Duration, cancellation and termination terms are determined by a separate contract between the Central Fundholder and Statlog Pro limited.*

***6.3** Where you are using the Statlog® service as a Building Consultant to assist a site (that is already subscribed to the relevant Statlog® package) in the management of their premises you may opt out of using Statlog® at any time by emailing your request to helpdesk@statlog.co.uk.*

***6.4** Where you are using the Statlog® Strategic Survey Tool module as a Building Consultant to survey a site (that is already subscribed to the relevant Statlog® package), a single site five-year consultant survey tool access fee (currently as at 1.4.2022 a single payment of £360+VAT or in five annual installments of £72+VAT) is payable in order for you to access to the survey tool for that site. You may opt out of using Statlog® at any time by emailing your request to helpdesk@statlog.co.uk; any unpaid installments remaining will be due immediately upon termination.*

***6.5** Where you are using the Statlog® service as a Building Contractor to assist a site(s) in the management of their premises (that is already subscribed to the relevant Statlog® package) you may opt out of using Statlog® at any time by emailing your request to helpdesk@statlog.co.uk.*

***6.6** Any complaints about the service should be directed to statlog@dhpuk.co.uk where a copy of our complaint procedure can also be obtained.*

7. Intellectual property rights

***7.1** We shall retain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to you to use the service under these terms do not convey any additional rights in the service, or in any intellectual property rights associated therewith. You grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the service or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you. Our product and service names, and logos used or displayed on the service are our registered trademarks, and you may only use such marks to identify yourself as a customer and user of the service; provided you do not attempt, now or in the future, to claim any rights in the marks, degrade the distinctiveness of the marks, or use the marks to disparage or misrepresent us, or our services or products.*

8. Disclaimer of Warranties

***8.1** The service, including the site and content, and all server and network components are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and we expressly disclaim any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the service will be uninterrupted,*

timely, secure, error-free or virus-free, and no information or advice obtained by you from us or through the service shall create any warranty not expressly stated in these terms.

9. Limitation of Liability

***9.1** Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to these terms, or such party's affiliates or their respective officers, directors, employees, agents, suppliers or licensors be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party in connection with these terms or the service, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.*

***9.2** Notwithstanding any provision of this agreement to the contrary in these terms, our aggregate liability, for damages (monetary or otherwise) under these terms claimed by you or any third party arising from our service, shall be limited to the lesser of (i) actual damages incurred, or (ii) payments made by you for the service during the six (6) months preceding the claim. The parties acknowledge and agree that the essential purpose of this section is to allocate the risks under these terms between the parties and limit their potential liability given the fees charged under this agreement, which would have been substantially higher if we were to assume any further liability other than as set forth herein. The parties have relied on these limitations in determining whether to enter into these terms.*

***9.3** We do not guarantee the truthfulness, accuracy, reliability, timeliness, completeness, performance or fitness for any particular purpose of any communications provided by third parties or endorse any opinions expressed in reviews. You should take all due care in relying on material posted as reviews, as this is done at your own risk. The ratings and other information found on the service are provided by users, not by us. We do not endorse or recommend any particular third party service. Any material you obtain from the service is used at your own risk, and we will not be liable for any loss or damage arising out of or in connection with access or use of the service (except to the extent that such liability cannot be excluded by law).*

***9.4** Whilst we take steps to prevent misuse of our systems, we cannot warrant that the service will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. We recommend that you always use up-to-date firewalls and anti-virus software to protect your equipment and data.*

***9.5** Where links are provided to third party websites, it is not possible for us to review all websites which are linked from the service (or link to the service), and you should therefore take care when following any link. We cannot accept liability for any loss or damage that may be suffered as a result of following any links.*

10. Our rights

***10.1** We reserve the right at all times to edit, refuse to post, or to remove from the service any information or materials for any reason whatsoever, and to disclose any information we deem appropriate to satisfy any applicable law, regulation, legal process, police request or governmental request.*

***10.2** We reserve the right to restrict your access to the service at any time without notice for any reason whatsoever. Without prejudice to the generality of the above, we reserve the right to restrict your access to the service at any time without notice in the event that we suspect you to be in material breach of any term of these terms of use.*

***10.3** We reserve the right to modify or discontinue temporarily or permanently all or part of the service with or without notice without liability for any modification or discontinuance. We may vary these terms of use from time to time and shall post such alterations on the service.*

11. Relationship of the parties

***11.1** The parties are independent contractors. These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.*

12 General

12.1 *Our failure to enforce at any time any provision of these terms does not constitute a waiver of that provision or of any other provision of these terms.*

12.2 *If any provisions hereof are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms of Use shall remain in full force and effect unless the business purpose of these Terms of Use is substantially frustrated, in which case they shall terminate without giving rise to further liability.*

12.3 *You may not assign, transfer or sub-contract any of your rights hereunder without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.*

12.4 *Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.*

12.5 *These Terms of Use constitute the entire agreement as to its subject matter and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or verbal with the exception of our Statlog® fee agreement with you. To the extent that there is any conflict between them, those agreements shall apply in the following order of precedence:*

1. *Our Statlog® fee agreement with you (if applicable), then*
2. *These terms of use*

12.6 *You acknowledge that you have placed no reliance on any representation made but not set out expressly in these terms of use.*

12.7 *Any notice to be given under these Terms of Use may be given via e-mail or registered post to the address provided on the Website or otherwise as notified by one party to the other.*

12.8 *Notwithstanding any other provision in these Terms of Use a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce these Terms of Use*

12.9 *These Terms of Use shall be subject to the laws of England, and the parties shall submit to the exclusive jurisdiction of the English courts.*

SCHEDULE 5 (DATA PROCESSING INFORMATION)

1. Categories of data subject

- Business organisation personnel including from DfE, School, Diocese (where applicable), Statlog®, building consultants, LA's, contractors
- Governing Body volunteers

2. Types of Personal Data

- Names
- Business addresses
- Business telephone numbers
- Business email addresses
- Personal addresses (if individuals have given this to us)
- Personal telephone numbers (if individuals have given this to us)
- Personal email addresses (if individuals have given this to us)
- IP addresses
- Location
- Whether or not a DBS check exists (but not the actual check or result)

3. Purposes of processing

- To enable the Statlog® software to function

4. Security measures for Personal Data

- Fully GDPR compliant, ICO registered with all necessary policies, checks and consents in place throughout the system to achieve the required integrity and confidentiality
- Two-factor log-in authentication to Statlog®
- Statlog® access controlled with differing authorisation levels
- Full end to end SSL data encryption between client, application and database servers (all UK based)
- CloudFlare to protect services and automatically block any malicious connections to our servers
- Appropriate firewalls
- Security updates are applied every night, and the app itself is regularly scanned for vulnerabilities by Amazon
- In-house data controller who regularly reviews compliance and needs
- Fully trained staff who undertake compulsory , regular and ongoing security and GDPR training

5. Sub-processors of Personal Data

- Amazon AWS for storage, continuous integration, emails and version control
- Digital Ocean for compute (i.e. the actual servers running the app)