

CONFIDENTIAL



**OBLIGATIONS SUITE SOFTWARE &
MAINTENANCE AGREEMENT**

BETWEEN

ANYWHERE BOROUGH COUNCIL

AND

EXACOM SYSTEMS LTD

DATED

..... 2026

THE AGREEMENT IS MADE BETWEEN:**1. ANYWHERE BOROUGH COUNCIL..... ("the Client")**

Of
(address)

AND

2. EXACOM SYSTEMS LIMITED, a company incorporated in England and Wales (registered no.07356515) ("Exacom")

whose registered office is at:

15 East Road, West Mersea Essex, CO5 8EB

WHEREAS

Exacom will provide to the Client, and maintain, Software in respect of the administration of the management of Exacom Obligation Suite.

This Agreement specifies the terms of such provision and maintenance.

DEFINITIONS:

In this Agreement the following expressions have the meanings set out below, unless otherwise specified:

'Agreement'	Shall mean this document
'Business Day'	Shall mean Monday to Friday, excluding any public holidays in England and Wales
'Client'	Shall mean Client
'Documentation'	Shall mean the manual(s) and other documents associated with the Software supplied by Exacom to the Client.
'Data Protection Legislation'	(i) the Data Protection Act 1998; (ii) the Data Protection Act 2018; (iii) the General Data Protection Regulation (Regulation (EU) 2016/679); (iv) the Law Enforcement Directive (Directive (EU) 2016/680); and (v) all applicable Law about the processing of Personal Data and privacy
'Exacom Obligation Suite'	means the product(s) that the Client is purchasing under this agreement consisting of the CIL Administrator Module / the S106 Administrator Module / the Project Module / the Public Facing Module / the Biodiversity Net Gain Module / the Building Safety Levy Module / the Exacom Public Interface, including the maintenance fees for the first year of this agreement.
'Maintenance'	means the helpdesk support of the Exacom Software on Business days and keeping the Software up to date with current CIL & S106 Regulations more particularly described in Annex 1 and in accordance with the provisions of Clause 4.1.
'Intellectual Property Rights'	shall mean patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world

‘Software’	Shall mean the proprietary Software of Exacom Systems Ltd supplied and supported pursuant to this Agreement, as detailed in the Annex 3 to this Agreement, and shall include any Upgrades supplied hereunder
‘Specification’	Shall mean the Software descriptions in Annex 3
‘Upgrade’	Shall mean releases that contain such corrections, modification and minor improvements of the Software or portions thereof, in machine readable object code format, as Exacom deems appropriate and which Exacom distributes generally to its other Licensees at no extra costs to the Client.
‘Warranty period’	Means: From the 1 st of April to the 31 st of March in any given year, in which the Client has paid Exacom the annual maintenance charge for that year.

Clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

Throughout this Agreement, any reference to the singular includes the plural, and vice versa. A reference to any gender includes all genders.

The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

1. Services

1.1 In consideration of the payments to be made by the Client to Exacom, Exacom warrants that it:

- 1.1.1 will provide and maintain the Software so that the Software shall conform in all material respects to the performance, capabilities and Specifications, function and other descriptions and other standards applicable hereto including requirements under relevant legislation as set out in the Specification.
- 1.1.2 the services will be performed in a timely and professional manner and shall conform to the standards generally observed by a leading company in the industry for similar services;
- 1.1.3 it has the right to enter into this Agreement and to grant to the Client a license to use the Software as contemplated by this Agreement

1.2 Exacom shall keep the Client informed of any planned or actual technical developments that may, in the reasonable opinion of Exacom, be likely to affect the Software and change the Software Specification.

1.3 In complying with its obligations under this Agreement, Exacom shall comply with all applicable laws, statutes, regulations and codes from time to time in force and Exacom will inform the Customer as soon as it becomes aware of any changes in that legislation.

- 1.4 Exacom acknowledges that the Client has entered into this Agreement in reliance upon the Exacom's expertise in selecting and supplying software fit to meet the Client's business requirements under the Community Infrastructure Levy Regulations 2010 and/or S106 of the Town and Country Planning Act 1990 and / or Schedule 7A of the Town and Country Planning Act 1990 (as inserted by Schedule 14 of the Environment Act 2021) and or the Building Safety Levy (England) Regulations 2025.

2. Warranty

Exacom shall correct all software errors and bugs, and provide any patches and updates to bring the Software in conformance with current S106 regulations and any applicable Specifications, and Exacom shall make all upgrades, enhancements and releases of the software (collectively, Software Updates) available to clients at no additional charge during the Warranty Period. Such Software Corrections and Software Updates shall be tested to Exacom satisfaction prior to release.

3. Term

- 3.1 Subject to clause 3.2, this Agreement shall run from ...xxx... for a period of ...xxx... Thereafter it shall continue on a year to year basis, subject to Exacom issuing an invoice to the Client prior to the start (and no more than 30 days before the start) of the next years maintenance period. The Client at this point may reject the invoice and not be liable for any payments or obligations after the expiry of the current maintenance period.
- 3.2 Notwithstanding any notice determining this Agreement as specified in 2.1 or otherwise, Exacom hereby grants to the Client a non-exclusive license to use the Software and related Documentation.
- 3.3 Notwithstanding clause 3.1, Exacom agrees to offer support and maintenance to the Software for a minimum period of four years (note: at the most recently released software version) commencing ...xxx.....

4. Service Responsibilities of Exacom

4.1 Maintenance

- a) Exacom shall maintain the Software, including Upgrades, by using all reasonable skill and care and in accordance with the highest professional standards attained by companies offering software support of the type offered by the Exacom to ensure that the Software conforms to the Specification. In complying with clause 4.1(a), Exacom shall:
- i. provide the services in accordance with all applicable laws and regulations;
 - ii. not introduce any viruses onto the Client's systems while performing the services; and
 - iii. perform in such a way as not to cause any fault or malfunction in the Software (or any other software or system of the Client)

- b) Exacom will use reasonable skill and care and in accordance with the highest professional standards attained by companies offering software support of the type offered by the Exacom to correct any error in the Software identified by the Client. An error will be deemed to exist if, and only if, the Software does not conform to the published Specification as at the date of this Agreement or in respect of Updates at the time that Exacom supplies the Upgrades.
- c) Exacom will answer the Client's questions relating to the use, application and functioning of the Software by telephone, letter or email in accordance with Help Desk Support Guidelines (Annex 1) to the extent reasonably requested by the Client and agreed to by Exacom. Exacom makes no representations or guarantees with respect to the results to be achieved by virtue of the services described herein.
- d) In the event that Exacom is unable to correct any error in the Software or advise the Client on methods of avoiding or overcoming the error to the Client's satisfaction, without prejudice to any other rights the Client may have under this Agreement, the Client shall be entitled to terminate this agreement forthwith by written notice to Exacom and to recover a pro-rata refund of the charges paid by the Client reflecting the unexpired period covered by the charges.
- e) Exacom will distribute to the Client one copy of each revision of pertinent manuals to each site as and if such revisions are made.

4.2 Support and Response Time

Exacom shall provide telephone support as provided by Annex 1 (Helpdesk Support Guidelines).

4.3 Upgrades

- a) Exacom will, at appropriate intervals, distribute Upgrades to the Software modules purchased by the Client and any relevant updated Documentation.
- b) Exacom warrants that no Upgrades will adversely affect the then existing facilities or functions of the Software.
- c) The Client shall, after installation of an Upgrade, implement its use such that it replaces entirely any previous version of the Software, or portion thereof, to which the Upgrade applies. Upon implementation, an Upgrade will constitute the Software and will be subject to all the terms and conditions of this Agreement.
- d) Exacom shall inform the Client in writing of each Upgrade promptly after it is released by Exacom and in sufficient detail to enable the Client to reach a decision as to whether to install the Upgrade.
- e) In the event that the Client identifies any errors or malfunction in respect of the Upgrades, Clause 4.1 shall apply.
- f) For the avoidance of doubt, the Client shall have no obligation to take a new release of Software or Upgrade of the Software and Exacom shall not be relieved from any of its obligations to provide maintenance and support services under this Agreement by virtue of the failure of the Client to take any new release of Software or Upgrade.
- g) For the duration of this Agreement Exacom commits to supporting the current release of the Software as well as previous major releases.

5. Access to System

- a) The Client shall endeavour to provide facilities that comply with current safety legislation in the event of on-site visits being required.
- b) Exacom shall ensure that, while on the Client's premises, its staff and all other persons who enter such premises with the authority of Exacom for the purpose of, or in connection with, this Agreement adhere to the Client's security procedures and health and safety regulations, as from time to time notified to Exacom or otherwise brought to the notice of Exacom or such persons. The Client may remove or refuse admission to any person who is, or has been, in breach of such procedures and regulations.
- c) The Customer may restrict access to certain areas of its premises or systems on security grounds.

6. Excluded Services

The Software maintenance services provided under this Agreement shall not include any of the following:

- a) problems resulting from the failure of the Client to use the Software consistently with the appropriate Documentation supplied by Exacom to the Client.

7. Conditional Services

If the Software provided under this Agreement has components that have been modified by the Client then the modified component will only be supported under this Agreement provided that it was:

- a) submitted to Exacom for quality verification prior to live use; and
- b) tested on a test server at the Client site prior to live use.

8. Responsibilities of the Client

- a) The Client shall notify Exacom immediately following the discovery of any error, defect or if the Software does not conform to the published Specification. Exacom shall not be obliged to provide the Services in respect of such error, defect or non-conformity until Exacom receives the Client's notification of the error, defect or non-conformity.
- b) The Client, upon detection of any error, defect or if the Software does not conform to the published Specification, shall endeavour to provide to Exacom, if requested to do so by Exacom, a listing of output and any such other data that Exacom may reasonably request in order to reproduce operating conditions similar to those present when the error occurred or the defect or non-conformity was discovered, as the case may be, provided that the Client shall at all times be able to comply with the Data Protection Act 1988 or any legislation amending it or replacing it.

9. Charges and Payment

- a) The initial amount payable by the Client to Exacom for the provision and maintenance of the Software for the initial period of ...xx... years is (copy from quote).
- b) Thereafter, annual maintenance will cost£xx...per annum (copy from quote as applicable)
- c) All sums quoted are exclusive of VAT.
- d) The annual maintenance charge shall not be increased until after 31st March 20xx. Thereafter, the charges may be increased upon 1st April in each year, but in any event will not exceed the RPI figure for the preceding financial year (1st April to 31st March). Any such increase shall be agreed between the parties at least three months before the intended increase date.
- e) The period for payment from receipt of a correctly presented and undisputed invoice is thirty (30) calendar days.
- f) If the payment of any sum under this Agreement is delayed by the Client, other than in a legitimate dispute, Exacom shall be entitled to charge interest at 3% per annum above the Bank of England current base rate on the amount of the delayed payment for the period of any delay beyond the thirty (30) day payment period. Provided that the sum has been disputed in good faith, interest shall not accrue until 30 days after resolution of the dispute between the parties.
- g) Any services requested by the Client that are outside the scope of this Agreement will be provided by Exacom at the then current daily rates.

10. Termination

10.1 Default

Each party has the right to terminate this Agreement if the other party breaches, or is in default of, any of its obligations hereunder, if the default is incapable of remedy or, if capable of remedy, has not been remedied within thirty (30) days after receipt of notice requiring such remedy from the non- defaulting party.

10.2 Termination on notice

This Agreement may be terminated by the Customer at any time by ninety days' written notice to Exacom.

10.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

10.4 Acts of Insolvency

Either party may immediately terminate this Agreement by written notice to the other, and may regard the other party to be in default of this Agreement, if the other party ceases trading or becomes insolvent, or if a receiver or administrative receiver is appointed over all or a part of its business or assets, or if a petition is presented for the appointment of an administrator or for its winding up.

11. Data Ownership and Data Protection

- 11.1 All data and information held by the Software as part of this Agreement shall remain the sole property of the Client.
- 11.2 The Parties undertake to comply with their respective obligations under the Data Protection Legislation.
- 11.3 The Parties shall comply with the Client's data protection provisions as set out in Annex 4.

12. Final Information Transfer

In the event of this Agreement being ended in accordance with paragraph 3 above, or terminated in accordance with paragraph 10 or 4.1(d) above or in accordance with this Agreement, Exacom will securely return all data held by the Software to the Client in a pre-agreed format within 30 days.

13. Confidentiality

- a) Each party agrees that it will not, without the prior written agreement of the other party, permit the duplication, use or disclosure of any Confidential Information to any third party unless at the time of disclosure such information is within the public domain.
- b) For the purposes of this Agreement, "Confidential Information" shall mean (without limitation) any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients, the Software and other materials delivered by Exacom to the Client pursuant hereto and technical and commercial data, Client account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and programming interfaces, protocols and integration, data, drawings, diagrams, Software programs, trade secrets, know-how, algorithms, Software architectures, designs and documentation (including in particular screen designs), all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.
- c) Information shall not be regarded as Confidential Information for the purposes of this Agreement if:

- i. it is in the public domain or becomes public knowledge other than as a result of any breach of this Agreement;
- ii. it is already in the lawful possession of the recipient at the time of its disclosure and can be evidenced in writing;
- iii. it has been or is subsequently provided to the recipient by a third party (without any restriction on its subsequent disclosure or use by the recipient);
- iv. it is required to be disclosed by law or any regulatory authority, provided the recipient uses all reasonable endeavours to resist disclosure where possible and notifies the discloser of any such request or requirement immediately.

In the event of termination of this Agreement, the obligations of both parties under this clause shall continue as if the Agreement had not been terminated.

14. Liability, Insurance and Indemnities

- a) None of the clauses below shall apply so as to restrict liability for death or personal injury resulting from the negligence of Exacom.
- b) Exacom will be liable for damage to the Client's property proven to have been caused by its negligence, caused by, relates to or arises from the provision of the Software or maintenance service.
- c) Subject to 14(e), Exacom's liability for any loss that the Client may suffer whether arising from tort (including negligence), breach of contract or otherwise under, or in connection with, this Agreement shall not in any event exceed the level of Exacom's insurance cover.
- d) The liability of the Client to Exacom shall not in any circumstances exceed the amount payable in the relevant year in which any claim is made under this Agreement.
- e) Exacom shall indemnify and keep indemnified the Client against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Client or its representatives.
- f) Exacom shall maintain employers and public liability insurance cover with a reputable insurance company and with minimum indemnity limits per occurrence of £10,000,000 (ten million pounds) and £5,000,000 (five million pounds) respectively. Additionally, Exacom shall maintain professional indemnity cover with a minimum indemnity cover of £2,000,000 (two million pounds). Proof of cover will be produced by Exacom in April 2019 and thereafter at any time on demand by the Client.

- g) Neither Party is liable for any special, indirect or consequential loss (including but not limited to loss of profits, revenue, data or goodwill) howsoever arising suffered by the other party and arising in any way in connection with this Agreement.

14A IPR Indemnity

Exacom undertakes to defend the Client from and against any claim or action that the possession, use, development, modification or maintenance of the Software (or any part thereof) infringes the Intellectual Property Rights of a third party (**Claim**) and shall fully indemnify and hold harmless the Client from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Client as a result of, or in connection with, any such Claim. Exacom's liability in respect of the Claim is unlimited.

15. Assignment

- a) Neither of the parties may assign any of its rights nor delegate any of its obligations.
- b) No party hereto shall assign or otherwise transfer this Agreement without the written consent of the other parties.
- c) This Agreement shall benefit and bind the parties and their successors, and any assignees that have been previously so consented to.

16. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond the party's reasonable control. Both parties shall use their reasonable endeavours to ensure that any failure is kept to a minimum.

17. Notices

Any notice required or permitted to be given hereunder shall be in writing to the addresses included in this Agreement, and for the attention of the persons identified in this Agreement.

Notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration

18. Disputes

Any dispute or difference arising out of, or in connection with, this Agreement shall be referred to Arbitration, in accordance with the Arbitration Act 1996 and the Arbitration Rules 2000. The dispute or difference shall be determined by the appointment of a single Arbitrator to be agreed between the parties, or failing agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, by an Arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.

The Arbitrator(s) will determine whether any breach or default has occurred, whether any monies are payable by either party to each other and whether any action is required by either party. The Arbitrator's decision shall be final. The Arbitrator will also decide the issue of his fees and disbursements for his own services.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Applicable Law

This Agreement shall be subject to, and construed and interpreted in accordance with, the Law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

21. Unlawful Discrimination

Exacom shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment of it relating to discrimination in employment.

Exacom shall take all reasonable steps to secure that all employees or agents of Exacom and all sub-contractors employed in the performance of the Agreement do not unlawfully discriminate as set out within this clause.

22. Equal Opportunities

Exacom shall at all times operate a policy of equal opportunities in both staff recruitment and provision of services, and shall not treat one group of people less favourably than another because of their sex, colour, race, religion, nationality, ethnic origin, age or disability in relation to decisions to recruit, train or promote its personnel or in service delivery.

23. Health and Safety

Exacom shall promptly notify the Client of any health and safety hazards that may arise in connection with the performance of the Services.

The Client shall promptly notify Exacom of any health and safety hazards that may exist or arise at the Client's offices and that may affect Exacom in the performance of the Services.

Exacom shall inform all staff engaged in the provision of Services at the Client's offices of all known health and safety hazards and shall instruct those staff of any necessary safety measures.

Whilst at the Client's offices, Exacom shall comply with any health and safety measures implemented by the Client in respect of personnel and other persons working on those premises.

Exacom shall notify the Client immediately in the event of any incident occurring in the performance of the Services at the Client's offices where that incident causes any death, personal injury or any damage to property that could give rise to death or personal injury.

Exacom shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to staff in the performance of the Services.

24. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Agreement or any agreement, understanding, liability or obligation under or in connection with this Agreement.

25. Employment of Client staff

During the term and for twelve months after its expiration or termination, Exacom (and any affiliates) will not knowingly hire or directly solicit for employment any employee of the Client involved in the performance of any support services or professional services for the supplier unless the supplier obtains prior written consent from the Client. Because the actual damages attributable to a breach of this non solicitation obligation would be difficult to determine and prove, the parties agree that if Exacom breaches this obligation, Exacom will promptly pay the Client liquidated damages in an amount equal to the employee's annual salary prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties.

26. Signatories to this Agreement**Signed for and on behalf of the Client:**

Signature: _

Name: _

Position: _

Date: _

Signed for and on behalf of Exacom:

Signature: _

Name: _

Position: _

Date: _

ANNEX 1**HELP DESK SUPPORT GUIDELINES****1. Introduction**

Welcome to the Exacom Help Desk Guidelines, a Client guide to ensuring the best use of Exacom Help Desk Services. You have already made the right choice in choosing Exacom as your Software provider. Our aim is to reaffirm that choice through the provision of an efficient and effective support service covering Exacom Software.

This document describes the various Software applications we support, the various methods we provide for logging and monitoring support calls, how we prioritise calls, the information and facilities we require in order to efficiently progress calls through to resolution and the procedures we follow. The document also contains information relating to the targets we aim to meet for response and resolution times and how we report this information to you.

We also recognise that providing an effective Help Desk service requires us to work in partnership with our Clients. The document therefore contains details of what we believe are the primary responsibilities of Exacom and our Clients which, if met, will enable us to provide a service which is valued by Clients.

This document contains information on our standard support service. If you are interested in an enhanced level of service from Exacom, please discuss your requirements with your Account Manager.

All Clients should be aware of the requirement to keep Exacom Software up to date, this will be performed centrally by Exacom.

2. Key Responsibilities**2.1 On the part of Exacom**

Exacom will:

- a. Provide a dedicated Help Desk Team whose aim is to resolve your support call as quickly and effectively as possible,
- b. Provide a range of support call logging options to suit your individual needs,
- c. Prioritise your support call according to its severity and impact on your business,
- d. Provide you with regular feedback relating to the progress of the support call,
- e. Where the cause of the fault is found to be a bug, provide a tracking mechanism for you to monitor progress in developing and releasing a fix,
- f. Take nightly offsite backups of both the system and data where the system and data is hosted on Exacom servers and retain these backups for 2 months.

2.2 On the part of the Client

In order to ensure that we can deal with support calls as efficiently as possible we need our Clients to ensure that:

- a. Users are trained to use the Software and that only suitably trained staff log support calls with Exacom.
- b. As much detail as possible is provided relating to the support call reported. The information required by Exacom includes environment settings such as Software versions, background architecture and patch level. Because these aspects of the environment can change onsite without Exacom being involved, it is important that these details are confirmed as part of the call logging procedure so that Exacom support helpdesk staff are working with totally up-to-date information. See Annex 2 for a guide to the information required to enable Exacom to process your call effectively.
- c. Relevant staff are available to discuss the support call and can provide details of others within your organisation who are also familiar with the nature of the issue.
- d. Details of an appropriate Information Technology (IT) contact are provided. This person should have knowledge of the support call and be able to provide any necessary assistance to Exacom staff.
- e. Any proposed fixes provided by Exacom are implemented without undue delay and feedback is provided to Exacom on the success or otherwise of the fix provided
- f. Exacom only support products and versions as identified in the Support Roadmaps found on www.exacom.co.uk under the Client Area / Support. Any Clients logging a support call against a product/version which is no longer supported will be requested to reproduce the issue on a supported product/version on their infrastructure. This can be undertaken on the Client's non production environment. If the issue can be reproduced on the supported product/version the call will be progressed against this and not the unsupported combination.
- g. Systems are only run on supported software.

2. The Exacom Helpdesk Service

The Exacom standard Help Desk Service comprises:

- a. A Support Team who can be contacted by telephone, email or by using our online helpdesk facility. The Help Desk is operational from 8.30 a.m. to 5.30 p.m. Monday to Friday, excluding England and Wales Bank Holidays.
- b. A Help Desk Manager who manages the overall help desk function.

- c. A dedicated area hosting our online Help Desk, which enables calls to be logged, progressed updated and closed.

3.1 Supported Software

Software supported by the Exacom Help Desk, will be listed in your Software contract/maintenance agreement.

Support is generally provided for:

- a. Bugs or faults within the supported product/version
- b. Technical faults within the Software which supports the Exacom products e.g. SQL, etc.
- c. Difficulties experienced in using the Software for the purposes for which it was designed, provided appropriate training has been undertaken.

3.2 Provision of Support

Support is provided to your nominated contact or their deputy. These staff must be trained to the appropriate level of competence in the relevant Software.

All support calls should be routed through your nominated contact(s) internally as they are likely to be aware of trends, site specific issues and have background information that may facilitate a rapid resolution of the support call. It is vital that you inform us immediately of any change in your nominated contact(s).

In many cases we will need to liaise with your IT contact and relevant contact details should be provided at the time of logging the support call. Technical issues are most likely to be the cause of complete system failure and therefore it is imperative that the contacts named are available during the course of the diagnosis and resolution process.

3.3 Call Prioritisation

When a support call is received, a priority level will be set against the call dependent on its severity and its effect on your business. The call priority level will be based on whether your system has failed completely, partially or whether the support call relates to relatively minor issues affecting only parts of system operation with minimal business impact.

It is important if you are logging a support call via the online helpdesk or email and you feel the incident warrants a high priority that you include the business impact or justification for this. High priority support calls are reserved for a complete system failure of high business impact only. If support calls are not correctly prioritised at the point they are logged it may delay genuine high priority support calls. If you are unsure about the priority of your call, please refer to the table below for examples.

The four levels of call priority are outlined more thoroughly in the table below:

Call Priority	Typical Problem Description	Target Response Time (Elapsed Time*)	Initial Resolution Time (Elapsed Time*)
HIGH	Total system failure. Examples: Failure of one or more servers preventing the operation of the whole system. All users are unable to access the system; or a major Software module or component is not available for use; or a Client facing service e.g. Public Access is fully inoperable.	Within 1 working hour of call being logged.	Within 8 working hours of call being logged. The initial proposed resolution may involve a temporary workaround until the problem can be fully resolved.
MEDIUM	An important or critical component of the system has failed causing partial failure of the system. Examples: The system is operating but no documents can be produced; or a repeated system crash is occurring with a resulting degradation in performance.	Within 4 working hours of call being logged.	Within 18 working hours of call being logged. The initial proposed resolution may involve a temporary workaround until the problem can be fully resolved.
LOW	An isolated issue which does not fall into the categories listed above. Examples: One workstation is malfunctioning but all others are operating normally; or A minor cosmetic issue relating to the Software or a non-critical bug to which a workaround can be provided.	Within 8 working hours of call being logged.	Within 45 working hours of call being logged. The proposed resolution may involve a temporary workaround until the problem can be fully resolved. The resolution of minor calls and bugs may be implemented in a future release, in which case the Client will be advised and the call closed.
ENQUIRY	Request for advice or clarification.	Within 45 working hours of call being logged.	Within 180 working hours of call being logged unless it is clear from the nature of the call, or by request of the Client, that a more timely response is required, in which case a shorter timescale may be mutually agreed.
Support calls logged by email or phone where a priority is not specified will be logged as a default low priority unless deemed otherwise. * Elapsed time is calculated for the duration of the call where it is with Exacom Helpdesk for action and does not include periods of time when the call is with the Client to action/respond.			

3.4 Products or Software outside the Standard Help Desk Service

Standard support is not provided for hardware, operating Software, cabling or other network infrastructure unless such products have been provided as part of the contracted system implementation and Exacom have agreed to support them.

We do however recognise that we are likely to be the initial point of contact for any issue which negatively affects the use of Exacom systems and we will try to provide advice where possible.

Although we may be able to offer advice, your initial contact should be with your IT section within your organisation who should be able to investigate the problem and contact the relevant party Suppliers for advice or resolution.

3.5 Logging a Support Call

a. Via the Online Helpdesk.

If you need to report an issue relating to any Exacom Software we recommend you use online helpdesk section of our web site to log your support call. Please visit www.exacom.co.uk in order to register a new support call. You will need to enter your user name and password. Once successfully logged in, you should click the Helpdesk link in order to register a new support call and review or update existing calls. The use of the online helpdesk enables Exacom staff to obtain all information relevant to your reported problem, automatically update our internal systems and provide you with a means of tracking, updating and escalating the call. If you do not have a username and password for our online helpdesk, please contact Client Services on 0208 1234 253 or email support@exacom.co.uk

b. By Telephone

Please telephone 0208 1234 253. The support staff will record the details of the call. Please ensure that you have all the relevant information to hand, as any missing information may delay the progress of your support call. An example of the information we will need to process your call is provided in Annex 2.

c. By Email

Please email helpdesk@exacom.co.uk. The Help Desk will record full details of the incident from the information you have provided within the email. Please ensure that you have all the relevant information to hand, as any missing information may delay the progress of your support call. An example of the information we will need to process your call is provided in Annex 2. It is also important to notify us at the time of logging the call if you are due to be unavailable for a time, such as attending a meeting or on annual leave as this may delay progress on the call.

d. Non Support Related Matters

For matters that do not relate to Software support please telephone Client Services on 0208 1234 253 or email Clientservices@exacom.co.uk.

3. Call Handling Procedure

4.1 Introduction

This section describes how support calls are received and managed by Exacom.

4.2 Call Reception

a. Online Helpdesk

If you log a support call using our online helpdesk, the call will be logged and a unique reference number allocated. An acknowledgement will be sent advising you of the call number, which may include a request for further information.

b. By Telephone

If you log a support call with us by telephone, the support helpdesk will obtain as much information as possible from you and will then allocate a unique reference number to your call. Please refer to Annex 2 to determine the details required to successfully log a call. An acknowledgement will be sent advising you of the call number.

c. By Email

If you log a call by email, the support helpdesk will allocate a unique reference number and an acknowledgement will be sent.

4.3 Analysis

A member of the helpdesk will analyse each call to determine the type of problem according to the following categories:

- a. Problem with standard Exacom Software applications.
- b. Hardware or technical fault.
- c. Operating system configuration problem or failure.
- d. Advice or help required.

If a high priority call is logged it is important that Exacom are able to discuss the situation with both your System Administrator and a representative from your IT section.

4.4 Allocation

Your call will be dealt with by a Support Analyst with specialist skills.

4.5 Investigation

If appropriate, an Analyst will contact you either via email or telephone to offer advice or to discuss your call in more detail. The problem may be resolved in this initial exchange or it may require further investigation.

In some cases more information may be requested to enable the support helpdesk to further analyse the problem. You may be asked to forward sample data, log files or printed output.

On completion of the investigation a number of possible actions may be taken.

Exacom may:

- a. Provide assistance with the operation of the system or the Software by telephone, email, or through remote access;
- b. Develop a workaround or new working practice in order to avoid a particular problem, or until the problem can be resolved in a subsequent Software release or patch;
- c. Make modifications to the Software and supply a fix;
- d. If appropriate, refer the problem to a party for further analysis or action;
- e. Refer the call to your Account Manager.

You may also be requested to:

- a. Load the latest Service Pack before investigation commences, as this may resolve the query;
- b. Continue to monitor the situation if it cannot be replicated by the support helpdesk, and inform us of the outcome of those investigations;
- c. Provide the support helpdesk with further information to analyse the fault, e.g. screenshots, data or log files.

4.6 Updates

The status of your call may be checked at any time using the online helpdesk. If you need a more detailed update on your call or you wish to chase progress, please contact the Help Desk by email helpdesk@exacom.co.uk or by phoning 0208 1234 253.

4.7 Monitoring

All calls are entered into our call management system. This system enables support calls to be assigned, monitored and progressed. The system enables Exacom to maintain appropriate records and produce relevant performance data viewable by each Client.

4.8 Closure

A support call may be closed when the following applies:

- a. The support call is resolved to your satisfaction and both parties agree that the call may be closed;

- b. Exacom have provided a proposed resolution or requested further information which has been communicated to the Client contact and an email reminder has been sent but no subsequent response or confirmation of the effectiveness of the fix has been received 10 days after the advice was provided. If an out of office reply is received we will further communicate following the return date;
- c. The support call resolution involves development of a bug fix to be provided in a future release of the Software. You will be provided with a bug reference number and progress may be tracked within the online helpdesk;
- d. The support call relates to functionality the Software was not designed to deliver, i.e. a Request for Change (RFC).

If the error re-occurs, the original support call will remain closed and a new call will be raised, which will be referenced back to the previous call, which may help in the resolution of the issue.

4.9 Escalation

Should you need to escalate a support call please contact the support helpdesk on 0208 1234 253 or email ralph.taylor@exacom.co.uk. The staff will inform the relevant support analyst. The call will be reviewed urgently and you will be provided with an update on the progress made in resolving the call and/or the proposed actions.

Where we cannot resolve the support call within the expected resolution time you will be informed of progress by the support analyst on a regular basis, usually via email, until such time that the call can be resolved or a suitable workaround provided.

If the support call escalation is not resolved to your satisfaction, please email geoff.kirby@exacom.co.uk or telephone via the support helpdesk on 0208 1234 253.

4.10 Complaint Process

We always strive to deal with your support calls in a timely and efficient manner. Our Support Help Desk escalation procedures are designed to provide a structured method of managing calls which require exceptional handling. However, if you feel that the support helpdesk service has not reached an acceptable level, Exacom operates a company-wide complaints procedure. Please email Clientservices@exacom.co.uk or write to Client Services, Exacom Systems, Wavcrest, 15 East Road, West Mersea, Essex, CO5 8EB.

More details of the company's complaints procedure may be found by logging in on the website (www.exacom.co.uk).

4.11 Annex 1 Website Area

This section of the web site provides additional support related information and assistance to the Exacom user community.

Exacom provides the following useful on-line resources:

- a. The ability to log, update and close your own support calls via the online helpdesk.
- b. The ability to track a bug identified by a support call via the online helpdesk.
- c. The ability to download the latest product documentation.
- d. User Forums that enable users to share information, templates and reports.
- e. User Group contact details and minutes published by user groups.

Clients are encouraged to visit our website regularly as a means of keeping up to date with product developments and other areas of interest.

ANNEX 2**INFORMATION REQUIRED FOR CALL LOGGING PURPOSES**

Date:	Time:
*Authority / Company:	*Contact Name:
*Telephone:	*Email:
*Product: (e.g. S106 Administrator)	
*Version	Internal Call Reference:
*System Status (Test / Live)	Workaround in place? Y/N
Affecting Multiple Users? Y/N	*Call Priority:
Call Title:	
Call Description:	

* Fields marked with an asterisk must be completed

ANNEX 3

TECHNICAL SPECIFICATION: (Exacom to add specific Module details for products being purchased)

ANNEX 4 – DATA PROTECTION PROVISIONS**DEFINITIONS**

Agreement: this Agreement between Exacom and the Client.

Controller: the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by Exacom under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation: (i) the DPA; (ii) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; and (iii) all applicable Law about the processing of Personal Data and privacy.

Data Protection Officer: the meaning given in the GDPR.

Data Subject: the meaning given in the GDPR.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA: (i) the Data Protection Act 1998 and (ii) the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Exacom is bound to comply.

LED: the Law Enforcement Directive (Directive (EU) 2016/680).

Party: a Party to this Agreement.

Personal Data / Personal Data Breach: the meaning given in the GDPR.

Processor: the meaning given in the GDPR.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 any such measures adopted by it.

Exacom's Personnel: all employees, staff, other workers, agents and consultants of Exacom and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Sub-processor: any third Party appointed to process Personal Data on behalf of Exacom related to this Agreement.

CLAUSES

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Exacom is the Processor. The only processing that Exacom is authorised to do is listed in Schedule A by the Client and may not be determined by Exacom.
- 1.2 Exacom shall notify the Client immediately if it considers that any of the Client 's instructions infringe the Data Protection Legislation.
- 1.3 Exacom shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- 1.4 Exacom shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Schedule A, unless Exacom is required to do otherwise by Law. If it is so required Exacom shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;

- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) Exacom's Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Exacom's Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with Exacom's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with Exacom or any Sub-Processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or Exacom has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client ;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) Exacom complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
 - (iv) Exacom complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client , and at Exacom's sole cost, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless Exacom is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.6, Exacom shall notify the Client immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory Client in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 Exacom's obligation to notify under Clause 1.5 shall include the provision of further information to the Client in phases, as details become available.
- 1.7 Taking into account the nature of the processing, Exacom shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation including any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:
- (a) the Client with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Client , at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Client following any Data Loss Event;
 - (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 1.8 Exacom shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where Exacom employs fewer than 250 staff, unless:
- (a) the Client determines that the processing is not occasional;
 - (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 Exacom shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

- 1.10 Exacom shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-Processor to process any Personal Data related to this Agreement, Exacom must:
- (a) notify the Client in writing of the intended Sub-Processor and processing;
 - (b) obtain the written consent of the Client ;
 - (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 1 such that they apply to the Sub-Processor; and
 - (d) provide the Client with such information regarding the Sub-Processor as the Client may reasonably require.
- 1.12 Exacom shall remain fully liable for all acts or omissions of any Sub-Processor.
- 1.13 Exacom may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to Exacom amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

SCHEDULE A: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Exacom shall comply with any further written instructions with respect to processing by the Client.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller and Processor for each Category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Exacom is the Processor of the Data. The only processing that Exacom is authorised to do is that authorized by the Client and may not be determined by Exacom.
Subject matter of the processing	Personal Data held in relation to specific Community Infrastructure Levy liabilities, S106 Obligations and Contributions and Biodiversity Net Gain Monitoring.
Duration of the processing	Timescales required for the holding of data relating to CIL liabilities against the completion of Development, or until S106 Obligations are complete, is unknown and under the controller of the Buyer - possibly 1 – 10 years potentially, could be longer. Biodiversity Net Gain Monitoring period could total 30 years.
Nature and purposes of the processing	Recording, monitoring and management of the obligations and liabilities assumed by Data Subjects in respect of CIL, S106 and BNG responsibilities under the control of the Buyer.
Type of Personal Data	Likely to be Names, Addresses, Mobile Tel Numbers, Email Addresses etc as per the requirements of the Data Controller
Categories of Data Subject	Likely to be liable parties, covenanting parties, clients, developers, agents, statutory authorities etc - again at the discretion of the Data Controller. As detailed in the GDPR.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The archiving point of both CIL & S106 applications can trigger the removal of personal data.