

SAAS PLATFORM AGREEMENT

Services Order Form

Parties:

Provider	Thomson Screening Solutions Limited, Company No. 07695349
Customer	

Provider Representative(s)	
Customer Representative(s)	
Provider's address for notices	86-90 Paul Street, London, EC2A 4NE
Customer's address for notices	
Platform	SchoolScreener
Effective Date	
Initial Term	
Extension Period	<i>[insert length of time for which the agreement can renew at a time at the end of the Initial Term – for example, if the agreement goes onto a rolling monthly basis, then the Extension Period will be one month]</i>
Number of permitted Extension Periods	
Invoicing frequency for One-Off Fees	
Invoicing frequency for Recurring Fees	

The parties have indicated their acceptance of the Agreement by signing below.

SIGNED BY and on behalf of the Provider	 Name: Designation: Date:
SIGNED BY and on behalf of the Customer	 Name: Designation: Date:

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the SaaS Services and related services shall be governed by these Terms and Conditions, and the Provider will ask for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

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1 Definitions

1.1 In these Terms and Conditions, except to the extent expressly provided otherwise:

Acceptance	means: (a) the issue of a written notice by the Customer stating that the SaaS Services have passed the Acceptance Tests; (b) the SaaS Services being deemed to have passed the Acceptance Tests under Clause 4.4; or (c) the parties agreeing in writing that the SaaS Services comply with the Acceptance Criteria
Acceptance Criteria	means: (a) the SaaS Services conforming in all material respects with the SaaS Services Specification; and (b) the SaaS Services being free from SaaS Services Defects
Acceptance Period	means: (a) a period of 10 Business Days following the first delivery of the SaaS Services to the Customer by the Provider; (b) any repeated making available of the SaaS Services to the Customer for the purposes of testing in accordance with Clause 4; or (c) such other period or periods as the parties may agree in writing
Acceptance Tests	means a set of tests designed to establish whether the SaaS Services meet the Acceptance Criteria
Access Credentials	means the usernames, passwords and other credentials enabling access to the SaaS Services, including both access credentials for the User Interface and access credentials for the API
Affiliate	means an entity that Controls, is Controlled by, or is under common Control with the relevant entity
Agreement	means these Terms and Conditions, any Schedules attached to them, and the Services Order Form into which the Terms and Conditions are incorporated (whether by reference or by being attached to the Services Order Form), which together shall constitute a single contract

Anti-Corruption Laws	means all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010)
API	means the application programming interface for the SaaS Services defined by the Provider and made available by the Provider to the Customer
Applicable Data Protection Laws	means all Applicable Laws relating to the Processing of Personal Data including, while they are in force and applicable, the United Kingdom's Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the UK GDPR
Applicable Laws	means all applicable laws, statutes and regulations from time to time in force in England
Business Day	means any weekday other than a bank or public holiday in England
Business Hours	means the hours of 08:30 to 17:00 UK time on a Business Day, and a reference to a certain number of Business Hours means that number of hours that fall during that period (for example, a period of two Business Hours that starts one hour before the end of Business Hours on a Business Day will end one hour after the beginning of Business Hours on the next Business Day)
CCN	means a change control notice issued in accordance with Clause 13
CCN Consideration Period	means the period of ten Business Days following the receipt by a party of the relevant CCN from the other party
Change	means any change to the scope of the Services
Charges	means any amounts payable by the Customer under this Agreement, including the amounts specified in Schedule 2
Confidential Information	means the Provider Confidential Information and the Customer Confidential Information
Control	means the legal power to control (directly or indirectly) the management of an entity (and Controlled should be construed accordingly)
Controller	has the meaning given to it in the UK GDPR
Customer	means the person or entity identified as such in the Services Order Form

Customer Confidential Information	means: (a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the 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 Provider to be confidential; and (b) the Customer Data
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 SaaS 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 connection with the Agreement
Customer Representative	means the person or persons identified as such in the Services Order Form, and any additional or replacement persons that may be appointed by the Customer giving to the Provider written notice of the appointment
Customer Systems	means the hardware and software systems of the Customer that interact with, or may reasonably be expected to interact with, the SaaS Services
Data Subject	has the meaning given to it in the UK GDPR
Deployment	means the date of deployment of the Platform, which will be deemed to occur on the earliest of the following dates: (a) Acceptance of the SaaS Services; (b) the date on which the Customer notifies the Provider that it does not intend to carry out Acceptance Tests on the SaaS Services; or (c) the date falling ten Business Days after the first delivery of the SaaS Services to the Customer by the Provider (unless, during that time, the Customer has issued a written notice

complying with Clause 4.3 that states that the SaaS Services have failed the Acceptance Tests)

Documentation	means the documentation for the Platform produced by the Provider and delivered or made available by the Provider to the Customer, as updated by the Provider from time to time
Effective Date	means the date identified as such in the Services Order Form
Expenses	means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by or on behalf of the Provider exclusively in connection with, the performance of the Provider's obligations under the Agreement
Extension Period	means the period identified as such in the Services Order Form
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, disasters, explosions, fires, floods, riots, terrorist attacks and wars)
Initial Term	means the period identified as such in the Services Order Form
Intellectual Property Rights	means: (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in confidential information; (b) applications for registration, and the right to apply for registration, for any of the rights listed in (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction
One-Off Fees	means any Charges that are identified as such in Schedule 2 and any other amounts payable under this Agreement that are not payable on a recurring basis

Personal Data	has the meaning given to it in the UK GDPR
Personal Data Breach	has the meaning given to it in the UK GDPR
Platform	has the meaning given to it in the Services Order Form
Processing	has the meaning given to it in the UK GDPR, and the terms Process and Processed shall be construed accordingly
Processor	has the meaning given to it in the UK GDPR
Provider	means the person or entity identified as such in the Services Order Form
Provider Confidential Information	means: (a) any information disclosed by or on behalf of the Provider to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and (b) the terms of the Agreement
Provider Personal Data	means any Personal Data that is Processed by the Provider in connection with the Agreement in the capacity of a Controller
Provider Representative	means the person or persons identified as such in the Services Order Form, and any additional or replacement persons that may be appointed by the Provider giving to the Customer written notice of the appointment
Recurring Fees	means any Charges that are identified as such in Schedule 2 and any other amounts payable under this Agreement that are payable on a recurring basis;
Remedy Period	means a period of 20 Business Days following the Customer giving to the Provider a notice that the SaaS Services have failed the Acceptance Tests, or such other period as the parties may agree in writing
SaaS Services	means the provision of the Platform to the Customer, as described in Schedule 1
SaaS Services Defect	means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the SaaS 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 SaaS Services;
- (b) any use of the Platform or SaaS 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 the Agreement; and/or
- (d) an incompatibility between the Platform or SaaS Services and any other system, network, application, program, hardware or software not specified as compatible in the SaaS Services Specification

SaaS Services Specification	means the specification for the Platform as set out in Schedule 1 and in the Documentation
Services	means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions
Services Order Form	means an online order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference
Set Up Services	means the configuration, implementation and integration of the Platform, as described in Schedule 1
Severity Category	has the meaning given to it in Schedule 4
Support Services	means the services set out in Schedule 4
Term	has the meaning set out in Clause 2.1
Terms and Conditions	means all the clauses of this document, not including any Schedules to it or any Services Order Form
Third Party Services	means any SaaS, cloud or software-based services provided by any third party that are or may be integrated with the SaaS Services by the Provider from time to time in circumstances where the Customer must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider

UK GDPR has the meaning set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018

User Interface means the interface for the SaaS Services designed to allow individual human users to access and use the SaaS Services

2 Term

- 2.1 This Agreement shall continue for the duration of the Initial Term together with the number of permitted Extension Periods specified in the Services Order Form, unless otherwise terminated in accordance with the terms of this Agreement (the **Term**).
- 2.2 After the Initial Term, this Agreement will automatically renew for an Extension Period unless either party gives the other party, at least three months prior to the end of the Initial Term, notice in writing that this Agreement shall not renew. At the end of each Extension Period, this Agreement will further renew for another Extension Period unless:
- 2.2.1 a further renewal would result in the total number of permitted Extension Periods set out in the Services Order Form being exceeded; or
- 2.2.2 either party has given the other party, at least three months prior to the end of the then-current Extension Period, notice in writing that this Agreement shall not renew.

3 Set Up Services

- 3.1 The Provider shall provide the Set Up Services to the Customer.
- 3.2 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 20.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms and Conditions.

4 Acceptance procedure

- 4.1 During the first Acceptance Period, the Customer may opt to carry out Acceptance Tests on the SaaS Services, providing that the exact form of the tests have been agreed and documented by the parties, acting reasonably, in advance of the first Acceptance Period. If the Customer does not opt to do so, or if the Acceptance Tests have not been agreed and documented by the parties before the first Acceptance Period, then the remainder of this Clause 4 shall not apply.
- 4.2 The Provider shall provide to the Customer at the Customer's cost and expense all such assistance and co-operation in relation to the carrying out of the Acceptance Tests as the Customer may reasonably request.
- 4.3 Before the end of each Acceptance Period, the Customer shall give to the Provider a written notice specifying whether the SaaS Services have passed or failed the Acceptance Tests. If the notice specifies that the SaaS Services have failed the Acceptance Tests, then it must include written details of the results of the Acceptance Tests, including full details of the identified failure.

- 4.4 If the Customer fails to give to the Provider a written notice in accordance with Clause 4.3, then the SaaS Services shall be deemed to have passed the Acceptance Tests.
- 4.5 If the Customer notifies the Provider that the SaaS Services have failed the Acceptance Tests, then the Provider shall, acting reasonably, determine whether it agrees with the Customer that the SaaS Services do not comply with the Acceptance Criteria and:
- 4.5.1 if the Provider agrees that the SaaS Services do not comply with the Acceptance Criteria, the Provider shall correct the issue and make available the corrected SaaS Services to the Customer before the end of the Remedy Period for a further round of Acceptance Tests; or
 - 4.5.2 if the Provider does not agree with the Customer that the SaaS Services do not comply with the Acceptance Criteria, the parties shall meet as soon as practicable (and in any case before the expiry of the Remedy Period) and use their best endeavours to agree:
 - (a) whether the SaaS Services comply with the Acceptance Criteria; and
 - (b) (if appropriate) a plan of action reasonably satisfactory to both parties,and they must record any agreement reached in writing. If the parties agree that the SaaS Services comply with the Acceptance Criteria then Acceptance will be deemed to have occurred on the date on which such agreement is reached.
- 4.6 Notwithstanding the other provisions of this Clause 4, but subject to any written agreement of the parties to the contrary, the maximum number of rounds of Acceptance Tests under this Clause 4 shall be three, and if the Acceptance Criteria have not been met by the end of the final round of Acceptance Tests, the Provider shall be deemed to be in material breach of the Agreement.
- 4.7 If the Customer notifies the Provider that the SaaS Services have passed, or are deemed to have passed, the Acceptance Tests under this Clause 4, then subject to Clause 20.1 the Customer will have no right to make any claim under or otherwise rely upon any warranty given by the Provider to the Customer in the Agreement in relation to the specification and performance of the SaaS Services, unless the Customer could not reasonably have been expected to have identified the breach of that warranty while conducting the Acceptance Tests.

5 SaaS Services

- 5.1 Upon completion of the Set Up Services, the Provider shall provide to the Customer the Access Credentials necessary to enable the Customer to access and use the SaaS Services.
- 5.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the SaaS Services during the Term in accordance with this Agreement for its own internal business purposes, subject to Clauses 5.3 to 5.8 below.
- 5.3 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 5.2 is subject to the following prohibitions:
- 5.3.1 the Customer must not sub-license or transfer its right to access and use the SaaS Services;
 - 5.3.2 the Customer must not permit any unauthorised person or application to access or use the SaaS Services;

- 5.3.3 the Customer must not attempt to reverse engineer or make any alteration to the Platform, except as permitted by the Documentation; and
 - 5.3.4 the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or SaaS Services without the prior written consent of the Provider.
- 5.4 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the SaaS Services by means of the Access Credentials.
- 5.5 The Customer must not use the SaaS Services in any way that causes, or may cause, damage to the SaaS Services or Platform or impairment of the availability or accessibility of the SaaS Services.
- 5.6 The Customer must not use the SaaS Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by the Provider to its other customers using the Platform; and the Customer acknowledges that the Provider may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.
- 5.7 The Customer must not use the SaaS Services:
 - 5.7.1 in any way that is unlawful, illegal, fraudulent or harmful; or
 - 5.7.2 in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 5.8 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.

6 Support Services

- 6.1 The Provider shall provide the Support Services to the Customer during the Term.
- 6.2 The Provider shall provide the Support Services with reasonable skill and care.

7 Customer obligations

- 7.1 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:

- 7.1.1 co-operation, support and advice; and
 - 7.1.2 information and documentation,

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

8 Customer Systems

Notwithstanding anything else in this Agreement, the Provider shall not be liable for any inability of the Customer to use any part of the Services to the extent that such inability is the result of the Customer Systems failing to comply with any minimum specification set out in the Documentation or in Schedule 1.

9 Customer Data

- 9.1 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 the Agreement.
- 9.2 The Customer warrants to the Provider that the Customer Data 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 Laws.
- 9.3 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 SaaS 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 only a period of 30 days.
- 9.4 Within the period of one Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 9.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

10 Integrations with Third Party Services

- 10.1 The SaaS Services are integrated with certain Third Party Services. The Provider may integrate the SaaS Services with additional Third Party Services at any time.
- 10.2 Notwithstanding any integration of the SaaS Services with Third Party Services, particular Third Party Services shall only be activated with respect to the SaaS Services account of the Customer by:
 - 10.2.1 the Customer; or
 - 10.2.2 the Provider with the prior written agreement of the Customer.
- 10.3 The Provider shall use reasonable endeavours to maintain any integration with Third Party Services that has been activated with respect to the SaaS Services account of the Customer. Subject to this, the Provider may remove, suspend, deactivate or limit any Third Party Services integration at any time in its sole discretion.
- 10.4 The supply of Third Party Services shall be under a separate contract or arrangement between the Customer and the relevant third party. The Provider does not contract to supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be payable by the Customer to the relevant third party in respect of the use of Third Party Services.
- 10.5 The Customer acknowledges and agrees that:
 - 10.5.1 the activation of Third Party Services with respect to the SaaS Services account of the Customer may result in the transfer of Customer Data and/or Customer Personal Data from the SaaS Services to the relevant Third Party Services and vice versa;
 - 10.5.2 the Provider has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or Customer Personal Data by any provider of Third Party Services;

- 10.5.3 the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Personal Data to, and use of Customer Personal Data by, a provider of Third Party Services is lawful; and
 - 10.5.4 the Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put the Provider in breach of any Applicable Laws.
- 10.6 Additional Charges may be payable by the Customer to the Provider in respect of the activation and/or use of a Third Party Services integration.
- 10.7 Subject to Clause 20.1:
 - 10.7.1 the Provider gives no guarantees, warranties or representations in respect of any Third Party Services; and
 - 10.7.2 the Provider shall not be liable to the Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

11 Intellectual Property Rights

- 11.1 The Customer acknowledges and agrees that the Provider owns all Intellectual Property Rights in the Provider's software including the Provider's existing systems, or other systems or software used by the Provider for the provision of Services to multiple customers.
- 11.2 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.
- 11.3 Except as expressly set out in these Terms and Conditions, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights, or any other rights or licences in respect of the SaaS Services, the Platform or the Documentation.

12 Representatives

- 12.1 The Provider shall ensure that all instructions given by the Provider to the Customer in relation to the matters contemplated in the Agreement will be given by a Provider Representative or a person nominated by the Provider Representative, and the Customer:
 - 12.1.1 may treat all such instructions as the fully authorised instructions of the Provider; and
 - 12.1.2 may decline to comply with any other instructions in relation to that subject matter.
- 12.2 The Customer shall ensure that all instructions given by the Customer to the Provider in relation to the matters contemplated in the Agreement will be given by a Customer Representative or a person nominated by the Customer Representative, and the Provider:
 - 12.2.1 may treat all such instructions as the fully authorised instructions of the Customer; and
 - 12.2.2 may decline to comply with any other instructions in relation to that subject matter.

13 Change control

- 13.1 The provisions of this Clause 13 apply to each Change requested by a party.

- 13.2 Either party may request a Change at any time.
- 13.3 A party requesting a Change shall provide to the other party a completed CCN in the form specified in Schedule 3.
- 13.4 A party in receipt of a CCN may:
- 13.4.1 accept the CCN, in which case that party must countersign the CCN and return it to the other party before the end of the CCN Consideration Period;
 - 13.4.2 reject the CCN, in which case that party must inform the other party of this rejection before the end of the CCN Consideration Period; or
 - 13.4.3 issue an amended CCN to the other party before the end of the CCN Consideration Period, in which case this Clause 13 will reapply with respect to the amended CCN.
- 13.5 A proposed Change will not take effect until a CCN recording the Change has been signed by or on behalf of each party.

14 Charges

- 14.1 The Provider shall invoice the Customer for the Charges in accordance with the invoicing frequency set out in the Services Order Form. The Customer shall pay each invoice to the Provider by bank transfer or direct debit within 30 days of the date of that invoice, using such payment details as are notified by the Provider to the Customer from time to time.
- 14.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 14.2.
- 14.3 All amounts stated in or in relation to these Terms and Conditions 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.
- 14.4 The Recurring Fees shall be payable from the Effective Date onwards and shall automatically increase on each anniversary of the Effective Date by a percentage equal to RPI plus three per cent (3%).
- 14.5 The Provider may suspend the provision of any Services provided by it under this Agreement if any amount due to be paid by the Customer to the Provider under the Agreement in relation to those Services is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend such Services on this basis.

15 Expenses

- 15.1 The Provider shall be entitled to invoice the Customer for any Expenses for which the Provider has obtained the Customer's prior written authorisation, and the Customer shall pay each such invoice within 30 days of the date of that invoice.
- 15.2 The Provider must collect and collate evidence of all Expenses and must retain such evidence during the Term and for a period of 90 days following the end of the Term.

- 15.3 Within ten Business Days following receipt of a written request from the Customer to do so, the Provider must supply to the Customer such copies of the evidence for the Expenses in the possession or control of the Provider as the Customer may specify in that written request.

16 Confidentiality obligations

- 16.1 Subject to Clauses 16.3 to 16.7 below, the Provider must:
- 16.1.1 keep the Customer Confidential Information strictly confidential;
 - 16.1.2 not disclose the Customer Confidential Information to any person without the Customer's prior written consent;
 - 16.1.3 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; and
 - 16.1.4 act in good faith at all times in relation to the Customer Confidential Information.
- 16.2 Subject to Clauses 16.3 to 16.7 below, the Customer must:
- 16.2.1 keep the Provider Confidential Information strictly confidential;
 - 16.2.2 not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality;
 - 16.2.3 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; and
 - 16.2.4 act in good faith at all times in relation to the Provider Confidential Information.
- 16.3 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 the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.
- 16.4 No obligations are imposed by this Clause 16 with respect to a party's Confidential Information if that Confidential Information:
- 16.4.1 is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
 - 16.4.2 is or becomes publicly known through no act or default of the other party; or
 - 16.4.3 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.
- 16.5 The restrictions in this Clause 16 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.
- 16.6 The Provider may publicly disclose the existence of this Agreement in marketing materials or other public announcements.

- 16.7 Upon the termination of the Agreement, each party must immediately cease to use the other party's Confidential Information except to the extent required by Applicable Laws or in order to perform any obligations under this Agreement that survive termination.
- 16.8 The provisions of this Clause 16 shall continue in force for a period of two years following the termination of the Agreement, at the end of which period they will cease to have effect.

17 Data protection

- 17.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 17.2 By entering into this Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Provider in connection with the Processing of Provider Personal Data, provided these are in compliance with the then-current version of the Provider's privacy policy available at the URL specified in Schedule 6 (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.
- 17.3 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Provider Personal Data and Customer Personal Data to the Provider and lawful collection of the same by the Provider for the duration and purposes of this agreement.
- 17.4 In relation to the Customer Personal Data, Schedule 6 sets out the scope, nature and purpose of Processing by the Provider, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- 17.5 Without prejudice to the generality of clause 17.1 the Provider shall, in relation to Customer Personal Data:
- 17.5.1 Process that Customer Personal Data only on the documented instructions of the Customer, which shall be to Process the Customer Personal Data for the purposes set out in Schedule 6, unless the Provider is required by Applicable Laws to otherwise Process that Customer Personal Data. Where the Provider is relying on Applicable Laws as the basis for Processing Customer Processor Data, the Provider shall notify the Customer of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer. The Provider shall inform the Customer if, in the opinion of the Provider, the instructions of the Customer infringe Applicable Data Protection Laws;
 - 17.5.2 implement the technical and organisational measures set out in Schedule 6 to protect against unauthorised or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 17.5.3 ensure that any personnel engaged and authorised by the Provider to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common-law obligation of confidentiality;

- 17.5.4 assist the Customer insofar as this is possible (taking into account the nature of the Processing and the information available to the Provider), and at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 17.5.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach involving the Customer Personal Data;
 - 17.5.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless the Provider is required by Applicable Law to continue to Process that Customer Personal Data. For the purposes of this clause 17.5.6 Customer Personal Data shall be considered deleted where it is put beyond further use by the Provider; and
 - 17.5.7 maintain records to demonstrate its compliance with this clause 17, and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.
- 17.6 The Customer hereby provides its prior, general authorisation for the Provider to:
- 17.6.1 appoint Processors to Process the Customer Personal Data, provided that the Provider:
 - (a) shall ensure that the terms on which it appoints such Processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Provider in this clause 17;
 - (b) shall remain responsible for the acts and omission of any such Processor as if they were the acts and omissions of the Provider; and
 - (c) shall inform the Customer of any intended changes concerning the addition or replacement of the Processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Provider's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Provider for any losses, damages, costs (including legal fees) and expenses suffered by the Provider in accommodating the objection.

18 Warranties

- 18.1 The Provider warrants to the Customer that:
- 18.1.1 the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
 - 18.1.2 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 these Terms and Conditions; and
 - 18.1.3 the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.
- 18.2 The Provider warrants to the Customer that the SaaS Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any Applicable Laws.

- 18.3 The Provider warrants to the Customer that the SaaS Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any Applicable Laws.
- 18.4 The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.
- 18.5 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by Applicable Laws, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

19 Acknowledgements and warranty limitations

- 19.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the SaaS Services will be wholly free from defects, errors and bugs.
- 19.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the SaaS Services will be entirely secure.
- 19.3 The Customer acknowledges that the SaaS Services are designed to be compatible only with that software and those systems specified as compatible in the SaaS Services Specification; and the Provider does not warrant or represent that the SaaS Services will be compatible with any other software or systems.
- 19.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the SaaS Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Provider does not warrant or represent that the SaaS Services or the use of the SaaS Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

20 Limitations and exclusions of liability

- 20.1 Nothing in this Agreement will:
- 20.1.1 limit or exclude any liability for death or personal injury resulting from negligence;
 - 20.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation;
 - 20.1.3 limit any liabilities in any way that is not permitted under Applicable Laws; or
 - 20.1.4 exclude any liabilities that may not be excluded under Applicable Laws.
- 20.2 The limitations and exclusions of liability set out in this Clause 20 and elsewhere in these Terms and Conditions:
- 20.2.1 are subject to Clause 20.1; and
 - 20.2.2 govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

- 20.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 20.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.
- 20.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.
- 20.6 Neither party shall be liable to the other party in respect of any loss of use or production.
- 20.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.
- 20.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software, provided that this Clause 20.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 9.3 and Clause 9.4.
- 20.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 20.10 Subject to Clause 20.11 below, the liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the greater of (a) £10,000 and (b) the total amounts payable by the Customer to the Provider under the Agreement in the 12-month period preceding the commencement of the event or events.
- 20.11 The aggregate liability of each party to the other party under the Agreement shall not exceed the greater of (a) £10,000 and (b) the total amounts payable by the Customer to the Provider under the Agreement in the 12-month period preceding the commencement of the first event giving rise to liability.

21 Force Majeure Event

- 21.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 21.2 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 the Agreement, must:
 - 21.2.1 promptly notify the other; and
 - 21.2.2 inform the other of the period for which it is estimated that such failure or delay will continue.
- 21.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

22 Termination

- 22.1 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
 - 22.1.1 the other party commits any material breach of the Agreement, and the breach is not remediable; or
 - 22.1.2 the other party commits a material breach of the Agreement, and the breach is not remedied within 60 days of that party being given notice in writing requiring it to remedy the breach.

- 22.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- 22.2.1 the other party:
- (a) is dissolved;
 - (b) ceases to conduct all (or substantially all) of its business;
 - (c) is or becomes unable to pay its debts as they fall due;
 - (d) is or becomes insolvent or is declared insolvent; or
 - (e) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- 22.2.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or
- 22.2.3 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 the Agreement).
- 22.3 The Provider may terminate the Agreement immediately by giving written notice to the Customer if:
- 22.3.1 any amount due to be paid by the Customer to the Provider under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- 22.3.2 the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 22.3.
- 22.4 The rights of termination set out in the Agreement shall not exclude any rights of termination available at law.

23 Effects of termination

- 23.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect except where expressly specified otherwise, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.7, 5.8, 10.7, 14.1, 15.2, 15.3, 16, 17, 20, 23, 24, 25.1, 25.7, 25.8, 27, 28, 29, 30, 31, 32, 33 and 34.
- 23.2 Except to the extent that these Terms and Conditions expressly provide otherwise, the termination of the Agreement shall not affect the accrued rights of either party.
- 23.3 Within 30 days following the termination of the Agreement for any reason:
- 23.3.1 the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
- 23.3.2 the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement,
- without prejudice to the parties' other legal rights.

24 Non-solicitation of personnel

- 24.1 The Customer must not, without the prior written consent of the Provider, either during the Term or within the period of six months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Provider who has been involved in any way in the negotiation or performance of the Agreement.
- 24.2 The Provider must not, without the prior written consent of the Customer, either during the Term or within the period of six months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Customer who has been involved in any way in the negotiation or performance of the Agreement.

25 Anti-corruption

- 25.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws in relation to the Agreement.
- 25.2 Save to the extent that Applicable Laws require otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to the Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).
- 25.3 The Provider shall use all reasonable endeavours to ensure that all persons that:
 - 25.3.1 provide services to the Provider (including employees, agents and subsidiaries of the Provider); and
 - 25.3.2 are involved in the performance of the obligations of the Provider under the Agreement,will comply with the Anti-Corruption Laws.
- 25.4 Each party shall create and maintain proper books and records of all payments and other material benefits given by one party to the other, and each party shall promptly, following receipt of a written request from the other party, supply copies of the relevant parts of those books and records to the other party.
- 25.5 Each party warrants that it has in place its own policies and procedures designed to ensure its compliance with the Anti-Corruption Laws; and each party undertakes to:
 - 25.5.1 acting reasonably, maintain and enforce such policies and procedures during the Term;
 - 25.5.2 promptly following receipt of a written request for the same from the other party, provide copies of the documentation embodying those policies and procedures to the other party.
- 25.6 Each party shall provide reasonable co-operation to the other party, at the other's expense, in relation to any due diligence exercises, risk assessments, monitoring programmes and reviews conducted by the other party for the purpose of ensuring or promoting compliance with the Anti-Corruption Laws.
- 25.7 Nothing in these Terms and Conditions shall prevent either party from reporting a breach of the Anti-Corruption Laws to the relevant governmental authorities.
- 25.8 Any breach of this Clause 25 shall be deemed to constitute a material breach of the Agreement.

26 Notices

- 26.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.
- 26.2 Any notice given by one party to the other party under these Terms and Conditions must be:
- 26.2.1 delivered personally;
 - 26.2.2 sent by courier;
 - 26.2.3 sent by recorded signed-for post;
 - 26.2.4 sent by email; or
 - 26.2.5 submitted using the receiving party's online contractual notification facility,
- using the relevant contact details set out in the Services Order Form.
- 26.3 The addressee and contact details of a party set out in the Services Order Form may be updated from time to time by that party by giving written notice to the other party.
- 26.4 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within two Business Days following receipt of the notice.
- 26.5 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, at 08:30 UK time on the first Business Day after the relevant time set out below:
- 26.5.1 in the case of notices delivered personally, upon delivery;
 - 26.5.2 in the case of notices sent by courier, upon delivery;
 - 26.5.3 in the case of notices sent by post, 48 hours after posting;
 - 26.5.4 in the case of notices sent by email, upon the earlier of
 - (a) the time of sending of an acknowledgement of receipt by the receiving party; and
 - (b) 08:30 UK time on the next Business Day; and
 - 26.5.5 in the case of notices submitted using an online contractual notification facility, upon the submission of the notice form.

27 Assignment

Neither party may assign, novate, subcontract or otherwise dispose of this Agreement or any part of it without the prior consent in writing of the other party, such consent not to be unreasonably withheld (other than in respect of any subcontracting where, for the avoidance of doubt, such consent may be unreasonably withheld).

28 No waivers

- 28.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 28.2 No waiver of any breach of any provision of the 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 the Agreement.

29 Severability

- 29.1 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 to the extent permitted by law.
- 29.2 If any unlawful and/or unenforceable provision of these Terms and Conditions 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.

30 Third party rights

- 30.1 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.
- 30.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

31 Variation

The Agreement may not be varied except by means of a written document signed by or on behalf of each party (whether through the process set out in Clause 13 or otherwise).

32 Entire agreement

- 32.1 The Services Order Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 32.2 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 the Agreement.

33 Law and jurisdiction

- 33.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 33.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

34 Interpretation

- 34.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
 - 34.1.1 that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - 34.1.2 any subordinate legislation made under that statute or statutory provision.
- 34.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 34.3 References in these Terms and Conditions to:

- 34.3.1 “calendar months” are to the 12 named periods (January, February and so on) into which a year is divided;
 - 34.3.2 “including” shall be construed to mean “including without limitation”; and
 - 34.3.3 “in writing” or “written” shall include email.
- 34.4 In these Terms and Conditions, 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.

Schedule 1

SaaS Services

- 1 Implementation**
[insert]
- 2 Platform**
[insert]
- 3 Out of scope services**
[insert]

Schedule 2

Charges and invoicing

1 One-off fees

Projects	Project costs	Notes
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>
Total		

2 Recurring fees

2.1 Licence fees

Product	[Monthly]/[Annual] fees	Notes
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>
Total	<i>[insert]</i>	

2.2 Optional licence fees

Product	[Monthly]/[Annual] fees	Notes
<i>[insert]</i>	<i>[insert]</i>	<i>[insert]</i>

Schedule 3

Template CCN

1 Introduction

Title of Change: [●insert title]

CCN number: [●insert number]

Change proposed by: [●insert individual name(s)]

Date of issue of CCN: [●insert date]

Summary details of proposed Change: [●insert details]

2 Change details

[●Insert full details of proposed Change]

3 Impact of Change

Impact upon resources: [●insert details]

Impact upon timetable: [●insert details]

Impact upon Charges: [●insert details]

Other effects of Change: [●insert details]

4 Agreement to Change

The parties have indicated their acceptance of the Change described in this CCN by signing below.

SIGNED BY [●[●individual name] on [●.....], the Provider/[●individual name] on [●.....],
duly authorised for and on behalf of the Provider]:.....

SIGNED BY [●[●individual name] on [●.....], the Customer/[●individual name] on [●.....],
duly authorised for and on behalf of the Customer]:.....

Schedule 4

Support Services

1 Scope

- 1.1 The Provider shall make available to the Customer a helpdesk (the **Helpdesk**) in accordance with the provisions of this Schedule 4, for the purpose of enabling the Customer to request support in relation to the use of, and the identification and resolution of errors in, the SaaS Services. The Customer shall not use the Helpdesk for any other purpose.
- 1.2 All Support Services will be provided remotely unless otherwise specified in the Services Order Form. The Provider shall ensure that the Helpdesk is accessible by email and using the Provider's web-based ticketing system.
- 1.3 The Provider shall ensure that the Helpdesk is operational and adequately staffed during Business Hours during the Term.
- 1.4 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the Helpdesk.

2 Response and resolution

- 2.1 Issues raised through the Support Services shall be categorised into the following categories (**Severity Categories**):
 - 2.1.1 **Critical:** all of, or a core function of, the Platform is unavailable;
 - 2.1.2 **Serious:** a core function of the Platform is significantly impaired;
 - 2.1.3 **Moderate:** a core function of the Platform is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Platform is significantly impaired; and
 - 2.1.4 **Minor:** any impairment of the SaaS Services not falling into the above categories; and any cosmetic issue affecting the SaaS Services.
- 2.2 The Provider shall determine, acting reasonably, into which Severity Category an issue falls.
- 2.3 The Provider shall ensure that its response to a request for Support Services shall eventually include, in order of precedence, the following information (to the extent such information is relevant to the request):
 - 2.3.1 an automated acknowledgement of the receipt of the request;
 - 2.3.2 an initial diagnosis in relation to any reported error;
 - 2.3.3 if applicable, clarification on the cause of the reported error;
 - 2.3.4 a timetable for the actions to be taken in relation to the request, and their expected outcomes;
 - 2.3.5 acknowledgement of the outcomes of any actions taken in relation to the request;

3 Limitations on Support Services

- 3.1 Notwithstanding anything else in this Schedule 4, if the total hours spent by the personnel of the Provider performing the Support Services during any calendar month exceed 40, then:

- 3.1.1 the Provider will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and
 - 3.1.2 the Provider may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Charges.
- 3.2 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:
 - 3.2.1 the improper use of the SaaS Services by the Customer; or
 - 3.2.2 use of the SaaS Services by the Customer in breach of this Agreement.

Schedule 5

Service Levels

1 Introduction

This Schedule sets out the service levels applicable to the SaaS Services and the Support Services.

2 SaaS Services

The Provider shall use reasonable endeavours to ensure that the Platform is accessible to the Customer during Business Hours (provided always that the Provider shall not be responsible for failure or incompatibility of the Customer's own systems or the Customer's access to the Internet).

3 Support Services

The Provider shall use reasonable endeavours to respond to requests made to the Helpdesk (as defined in Schedule 4) and resolve issues raised through such requests in accordance with the following time periods:

Severity Category	Response Time	Resolution Time
Critical	0.5 hours	Eight Business Hours
Serious	Two Business Hours	Two Business Days
Moderate	One Business Day	Fourteen Business Days
Minor	Five Business Days	Twenty Business Days (or future software release)

Schedule 6

Personal Data

The contact details of the Provider's Data Protection Officer are: dpo@novevasoftwaregroup.com

Description	Details
Identity of Controller and Processor for each Category of Personal Data	The Customer is Controller and the Supplier is Processor The Parties acknowledge that for the purposes of Applicable Data Protection Laws, the Customer is the Controller and the Provider is the Processor of the following Personal Data: • Personal details entered by parents when creating their own user accounts • Children's personal details entered directly by the provider so that they can carry out their commissioned services. • Data entered by the provider in relation to screening outcomes. • Health Needs assessments completed via the parent or public portal which contain children's health data. • Immunisation consent forms completed by parents. • Personal details entered by providers when creating their own or team user accounts. • Personal details relating to system administrators entered by the Provider. [The Provider is Controller and the Customer is Processor The Parties acknowledge that for the purposes of Applicable Data Protection Laws, the Provider is the Controller and the Customer is the Processor in of the following Personal Data: [None The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Provider personnel (for onboarding, comms, invoicing). • Business contact details of any Customer personnel (for account setup, training, system access). • CRM records, system access logs, training delivery documentation, usage summaries or feedback forms shared between parties for their own operational or commercial purposes. [Should the determinations above change, then each party shall work together in good faith to make any changes which are necessary to this Schedule 6.

	[
Subject matter of the Processing	The Processing is needed in order to ensure that the Provider can deliver the SchoolScreener services to allow NHS/Public Health providers to carry out commissioned vision, hearing, NCMP, Health Needs Assessments and immunisation screening activities to fulfil the Provider's service and technical obligations under this Agreement.
Duration of the Processing	<i>For the duration of the agreement, plus 30 days for data restoration post-termination</i>
Nature of the Processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, transmission (where questionnaires are sent), deletion and destruction of data.
Purposes of the Processing	• To enable vision and hearing screening and growth measurements to be completed. • To allow the provider to identify children and young people that require onward referral or signposting. • To support early intervention using health needs assessment questionnaires. • To provide practitioners with data so that they can provide targeted intervention at an individual or population level. • To fulfil legal obligations of the Customer regarding commissioning. To support the Provider in delivering technical services, maintenance, and service-level commitments.
Type of Personal Data	Name, date of birth, gender, address, school, ethnicity, NHS number, email address (for account setup), screening results, questionnaire and consent form content (free-text input or form-based responses)
Categories of Data Subject	Children and Young people, provider staff, parents of children and young people
Plan for return and destruction of the data once the Processing is complete	Data Extraction: The data controller can securely extract their data from the Azure environment using established secure transfer protocols (e.g., SFTP) or Azure's native data export capabilities, upon request. Data Deletion: All personal data, including active and backup copies, will be securely deleted from the provider's Azure environment within [30 calendar days] to accommodate standard backup retention periods. Deletion will render data irretrievable through secure deletion of storage resources, adhering to Azure's certified data sanitisation processes. Confirmation: Confirmation of data deletion can be provided to the data controller upon request.

Locations at which the Provider Processes Personal Data under this Agreement	United Kingdom (Azure UK South, backup in Azure UK West). Data is not accessed or transferred outside the UK unless otherwise agreed.
Protective measures that the Provider has implemented to protect Personal Data Processed under this Agreement against a breach of security (insofar as that breach of security relates to data)	• Robust Encryption: Strong encryption protocols for data at rest and in transit (e.g., TLS 1.2+) to prevent unauthorised access. • Secure Cloud Environment & Architecture: Leveraging Azure's comprehensive security features (e.g., Network Security Groups, Azure Firewall) within a secure-by-design architecture, including Zero Trust principles and least privilege, to ensure robust infrastructure protection and logical separation of customer environments. • Mandatory Multi-Factor Authentication (MFA): Enforcing MFA for all users accessing systems and data, significantly reducing the risk of unauthorised access. • Proactive Security Testing & Auditing: Regular Dynamic Application Security Testing (DAST), alongside periodic independent security audits and penetration testing, to identify and address vulnerabilities. • Continuous Threat Detection & Response: Ongoing security monitoring and an established incident response plan for immediate detection and mitigation of security incidents. • Comprehensive Logging & Auditing: Detailed logging of all system and user activities, combined with regular auditing, for accountability, suspicious behaviour detection, and forensic investigations. • Secure Data Handling & Asset Control: Strict procedures for the secure disposal of data-bearing assets and comprehensive asset control for staff devices to prevent data leakage. • Staff Awareness & Training: Regular and mandatory data protection training for all staff, covering secure data handling and incident reporting. • Data Protection Impact Assessments (DPIAs): Regularly conducting DPIAs for new or changed processing activities to proactively identify and mitigate privacy risks