



Terms & Conditions

January 2026

Please read this Order Form and our Agreement carefully before proceeding.

Our Agreement is comprised of this Order Form, the SAAS Terms and the other documents incorporated into our Agreement as described in the SaaS Terms. By executing this Order Form you accept our Agreement on behalf of the Customer indicated in this Order Form as a legally binding contract with the Supplier. You represent and warrant that you have all necessary capacity and authority to enter into our Agreement on behalf of the Customer as a legally binding contract with the Supplier in all applicable jurisdictions.

1. Definitions and Interpretation

Defined terms in this Order Form shall have the meaning given in the SAAS Terms as applied by our Agreement and the rules of interpretation set out in the SAAS Terms apply to this Order Form unless otherwise agreed in writing. References to this Order Form include its schedules, annexes and appendices (if any).

In this Order Form:

Term	Definition
Customer	Has the meaning in paragraph 2 of this Order Form
Effective Date	[x]
SAAS Terms	means the terms set out from page 4 of this document.
Special Terms	means any terms set out in paragraph 6 of this Order Form.
Supplier	Curshaw Limited, a company registered in England with registered number 12349170, and with a registered office at Riverdale House, 21a High Street, Wheathampstead, Hertfordshire, England, AL4 8BB.

he Special Terms shall vary and prevail over any conflicting terms in any other part of our Agreement, including any other part of this Order Form.

2. Customer Details

Customer:	[x], a company incorporated in the United Kingdom with registered number [x] and whose registered office is at [x]
Customer details for notices:	Notices to the Customer should be sent for the attention of: [x] Physical address for notices to the Customer: [x] Email address for notices to the Customer: [x]

3. SAAS Platform and Services

SAAS Platform	Authorised Affiliates	Purchased Authorised User Accounts	Subscription Term
Pellucid Asset Data and Contract Management Platform	None	4	12 months from Effective Date (the “Initial Subscription Term”), automatically renewing for successive 12-month periods unless the Customer gives 30 days written notice prior to the end of the then current term.

SAAS Platform Description: The Pellucid Asset Data and Contract Management Platform is a comprehensive cloud-based solution that integrates and analyses Private Finance Initiative (PFI) project data including CAFM data, contract documentation, certificates, CAD drawings and third-party reports. The platform automatically calculates Service Failure Points (SFPs), deductions, and tracks performance against contractual thresholds while monitoring Planned Preventative Maintenance (PPM) compliance against SFG20 maintenance standards. Key functionality includes asset lifecycle replacement planning and cost forecasting, carbon emissions calculations and reporting, document management with contract obligation calendaring, and dashboard and reporting capabilities for both portfolio and project-level management. The platform provides data integrity reporting and quality assurance tools to ensure data accuracy and completeness, with full mobile and web-based access to all functionality for maximum user flexibility.

Data and Security: Customer Data is hosted securely on Microsoft Azure UK data centres with ISO 27001 compliant security measures implemented to protect data integrity and confidentiality, and two-factor authentication is available for enhanced account security.

3.1 The Services under this Order Form are as follows:

Mobilisation Services	Platform mobilisation including: • creation of electronic version of the contract • Payment mechanism build based on electronic version of contract and linked to FM Co CAFM and quality assurance of build. • generation of Reporting checklists • data analysis and cleansing • dashboard customisation • Written report identifying any issues (data or process related) that need to be addressed
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4. Pricing

Annual Subscription Fee	The Customer shall pay an annual subscription fee of £200,000 (exclusive of VAT) per annum, invoiced and payable annually in advance following receipt of an invoice. The first invoice shall be raised upon the earlier of completion of the Mobilisation Services or two months following execution of this Order Form. Subsequent invoices shall be raised on or after each anniversary of the date of this Order Form.w The Annual Subscription Fee includes up to 4 named user accounts, a standard data storage allocation of 500GB (the “Standard Allocation”), and support services with a 4-hour response time during working hours for all support requests submitted via the designated support channels.		
Mobilisation Fee	A one-time setup fee of up to £50,000, on a capped Time and Materials basis (exclusive of VAT) to cover initial implementation services as set out in section 3, payable following receipt of an invoice which shall be raised upon execution of this Order Form.		
Additional User Fees:	Additional users beyond the 4 included users are charged at £2,000 per user per annum (excluding VAT), chargeable on activation of the additional users and valid for the remaining Subscription Term.		
Additional Data Storage:	Additional data storage exceeding the Standard Allocation will be charged at £100 per 10GB per month, and invoiced upon activation of the additional storage. Data storage usage is measured as the total volume of Customer Data stored on the platform at month-end, with additional charges calculated monthly in arrears based on the highest storage usage during each calendar month and invoiced monthly. The Customer will receive automated notifications when approaching 80% and 95% of the Standard Allocation to manage usage proactively.		
Additional products:	The Supplier may provide other optional professional services to the Customer at additional cost and subject to an agreed scope: Creation of planned preventative maintenance (PPM) schedules – £75,000 Forecasting of maintenance costs – £75,000 Lifecycle cost forecasting – £75,000 Management of access denials module – £15,000 per year Reset review – £15,000 Mid-life contract review – £50,000 Expiry preparedness contract review – £50,000 Electronic versions of additional PPP and FM contracts – £3,000		
Professional Services:	The Supplier may provide other optional professional services to the Customer at additional cost and subject to an agreed scope:		
	Grade	Day rate (£)	In addition, any integration services to connect the platform with the Customer’s existing systems, which shall be subject to separate quotation based on the scope and complexity of the required integrations.
	Partner	2,500	
	Director	2,000	
	Manager	1,500	All professional services are subject to availability and shall be provided under a separate statement of work agreed in writing by both parties.
	Consultant	1,000	
Analyst	800		
Payment Terms	All invoices are payable within 30 days of the invoice date		

5.SLA and Support Services

Service Element	Commitment	Details
Platform Availability	99.9% uptime targets	Based on Microsoft Azure infrastructure availability. Uptime is measured monthly based on platform availability and excludes planned maintenance windows (which shall be notified to the Customer 48 hours in advance where reasonably possible), downtime caused by Microsoft Azure infrastructure issues beyond the Supplier's reasonable control, and outages caused by the Customer's internet connectivity or internal systems.
Support Availability	24/7 via email	Support services are available during Business Days (Monday-Friday, 9:00 AM - 5:00 PM UK time, excluding bank holidays), via email providing technical assistance with platform access, functionality, and feature guidance, investigation and resolution of system bugs and technical errors, access to online user manuals, guides, and technical documentation, and training on platform capabilities and best practices.
Response Time	4 hours guaranteed	During Business Days (Monday-Friday, 9:00 AM - 5:00 PM UK time, excluding bank holidays)
Resolution Target	24 hours target for technical issues.	Resolution is provided on a best efforts basis with critical system failures receiving priority attention. Supplier schedules planned maintenance during low-usage periods with 48 hours advance notice where reasonably possible.
Support Channels	Email and telephone	Via designated support contact details provided to Customer
Escalation Process	Available for complex issues	Senior technical specialists available with progress updates provided

6. Special Terms

None

7. Execution

This Order Form may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

Agreed by the parties:

Signed by [name]

for and on behalf of:

[signature]

Date of signature:

and

Signed by [name]

for and on behalf of Curshaw Limited

[signature]

Date of signature:

SAAS Terms

1. Definitions and interpretation

- 1.1. The definitions and rules of interpretation set out in the Schedule shall apply to this Agreement.
- 1.2. In this Agreement:
 - 1.2.1. each Order Form entered into by the Customer shall form a separate agreement, incorporating these SAAS Terms together with the Data Protection Addendum (“Agreement”);
 - 1.2.2. in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to in it the following order of priority shall prevail (in descending order of priority): (a) the Order Form; (b) the Data Protection Addendum; (c) the SAAS Terms; and (e) the Documentation; and
 - 1.2.3. subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
 - 1.2.4. Any obligation of the Supplier under this Agreement to comply or ensure compliance by any person or the SAAS Platform with any law shall be limited to compliance only with laws within the United Kingdom as generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on the Supplier (or anyone acting on its behalf) or any part of the SAAS Platform to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2. Rights of use

- 2.1. Upon Order Acceptance and subject to the terms of this Agreement, and provided that the Customer pays the Fees in accordance with this Agreement, the Supplier grants the Customer a non-exclusive, non-transferable right during the Subscription Term to:
 - 2.1.1. access and use the SAAS Platform for the Permitted Purpose only; and
 - 2.1.2. copy and use the Documentation solely as necessary for Authorised Users to use the SAAS Platform, within the United Kingdom during the Subscription Term for the Customer’s internal business operations.
- 2.2. The Customer acknowledges that:
 - 2.2.1. use of the SAAS Platform is at all times subject to the Customer’s compliance with this Agreement (including all minimum system requirements);
 - 2.2.2. access to the SAAS Platform requires internet connectivity and the Customer is responsible for all costs and arrangements for such connectivity; and
 - 2.2.3. the SAAS Platform is provided on a shared infrastructure basis and are not dedicated solely to the Customer.

- 2.3. The Customer acknowledges that the provision of the SAAS Platform does not include:
 - 2.3.1. any services, systems or equipment required to access the internet and/or transmit data (and all associated costs and expenses incurred by the Customer in this regard are the responsibility of the Customer);
 - 2.3.2. data backup or disaster recovery facilities for Customer Data (and the Customer shall maintain its own backups of all Customer Data prior to upload to the Services);
 - 2.3.3. professional advisory services relating to PFI contract compliance, legal, accounting or other regulated services;
 - 2.3.4. any warranty or assurance that calculations, reports or outputs generated by the Services, whilst mathematically accurate when applied to accurate Customer Data, will satisfy the Customer's specific contractual obligations under any PFI contract or other agreement or that the Customer Data is accurate; or
 - 2.3.5. remediation services to fix data quality issues identified by the Services (such services being available separately under the Supplier's professional services offering).
- 2.4. The Supplier confirms that the SAAS Platform has been developed in accordance with recognised industry standards and regulatory guidance current as at the Effective Date, with the specific purpose of assisting customers in meeting their regulatory and compliance obligations. In particular the Supplier confirms that:
 - 2.4.1. the SAAS Platform includes features specifically intended to support compliance with SFG20 building maintenance standard;
 - 2.4.2. the Supplier shall maintain reasonable efforts to update the SAAS Platform in response to material changes in regulatory requirements;
- 2.5. Notwithstanding clause 2.4, the Customer acknowledges that:
 - 2.5.1. the SAAS Platform is a compliance support tool designed to form part of, but not replace, the Customer's broader compliance framework and processes, and does not guarantee specific results or ensure the Customer's compliance with any regulations; and
 - 2.5.2. the Customer remains solely responsible for ensuring its compliance with all applicable obligations and accuracy of any Customer Outputs.

3. Authorised Users

- 3.1. The Customer shall ensure that only Authorised Users use the SAAS Platform and that such use is at all times in accordance with this Agreement.
- 3.2. The Customer shall maintain a current list of all Authorised Users and shall promptly notify the Supplier of any changes to Authorised Users.
- 3.3. The Customer shall ensure that the number of Authorised Users does not exceed the number of Purchased Authorised User Accounts at any time. The Customer may remove any individual as an Authorised User and replace them with another individual, but Authorised User accounts cannot be shared or used by more than one individual.
- 3.4. If the Customer exceeds the number of Purchased Authorised User Accounts or an account is shared or used by more than one individual, the Customer shall pay an Additional User Fee calculated on a pro rata basis for the period of excess usage.

- 3.5. The Customer shall:
- 3.5.1. be liable for all acts and omissions of its Authorised Users as if they were its own;
 - 3.5.2. only provide Authorised Users with access to the Services via the web portal or mobile app provided by the Supplier;
 - 3.5.3. ensure each Authorised User complies with this Agreement and maintains the confidentiality of the Supplier's Confidential Information;
 - 3.5.4. ensure all Authorised Users keep their login credentials confidential and secure, including using two-factor authentication where required; and
 - 3.5.5. immediately notify the Supplier if any login credentials are compromised or if any unauthorised access is suspected.
- 3.6. The Customer shall at all times comply with the Acceptable Use Policy and ensure all Authorised Users do the same.

4. Indemnity

- 4.1. The Customer shall indemnify and hold harmless the Supplier from and against any losses, claims, damages, liability, costs (including reasonable legal fees) and expenses incurred by the Supplier arising from:
- 4.1.1. any claim by a third party that Customer Data infringes the intellectual property rights of any third party;
 - 4.1.2. any failure by the Customer to comply with applicable laws in its use of the SAAS Platform; or
 - 4.1.3. any claim arising directly or indirectly from the Customer's use of SAAS Platform and the Customer Outputs.
- 4.2. The Customer's total liability for all claims under this Agreement in any 12-month period shall not exceed the Annual Subscription Fee.
- 4.3. This clause 4 shall survive termination or expiry of this Agreement.

5. Support

- 5.1. The Supplier shall provide Support Services to the Customer during the Subscription Term as set out in the Order Form and this clause 5.
- 5.2. Support Services do not include remediation of data quality issues identified by the Services, correction of Customer Data, professional advisory services or any services arising from Customer's breach of this Agreement or misuse of the Services.
- 5.3. The Supplier shall use reasonable endeavours to maintain SAAS Platform availability without scheduled downtime through the use of rolling updates and redundant infrastructure in accordance with the Platform Availability (as set out in the Order Form). Any planned maintenance shall take place during periods of low usage where reasonably practicable.

6. Changes to the SAAS Platform and Terms

- 6.1. Subject to clause 6.4, the Supplier may update the SAAS Platform by giving the Customer at least 30 days' written notice by email ("Update Notification"). Changes to the agreement should be agreed between the parties.

- 6.2. Updates shall take effect 30 days after the Update Notification (or such later date as specified in the notice).
- 6.3. The Supplier may modify the features and functionality of the SAAS Platform, including:
 - 6.3.1. changes to data storage limits;
 - 6.3.2. changes to data retention periods;
 - 6.3.3. addition or removal of features;
 - 6.3.4. changes to integrations or APIs; and
 - 6.3.5. updates to reflect changes in applicable law or industry standards.
- 6.4. Any modifications under clause 6.3 shall not materially reduce the core functionality of the SAAS Platform, being the ability to:
 - 6.4.1. integrate and analyse PFI project data;
 - 6.4.2. calculate service performance metrics; and
 - 6.4.3. generate management reports.
- 6.5. If any update materially adversely affects the Customer's use of the SAAS Platform, the Customer may terminate this Agreement by giving written notice within 30 days of the update taking effect. In such case, the Customer shall receive a pro rata refund of any pre-paid Fees for the unexpired portion of the current Subscription Term.
- 6.6. Any updates affecting data protection obligations shall comply with the requirements set out in the Data Protection Addendum.

7. Fees

- 7.1. The Customer shall pay the Fees to the Supplier as set out in the Order Form.
- 7.2. All invoices shall be paid within 30 days of the invoice date by BACS transfer to the Supplier's nominated bank account.
- 7.3. All Fees:
 - 7.3.1. are exclusive of VAT which shall be added at the prevailing rate;
 - 7.3.2. are non-refundable except as expressly provided in this Agreement; and
 - 7.3.3. if not paid when due, shall accrue interest at 2% per annum above the Bank of England base rate from the due date until payment.
- 7.4. The Supplier may increase each part of the Fees on each anniversary of the Effective Date by giving the Customer at least 60 days' prior written notice. If the Customer does not accept such increase, the Customer may elect not to renew the Agreement by giving notice before the renewal date.
- 7.5. No refund of Fees shall be given for partial periods, save where expressly set out in the Agreement.

8. Warranties

8.1. The Supplier warrants that:

8.1.1. the SAAS Platform shall operate in accordance with the SAAS Platform Description and Documentation in accordance with the terms of this Agreement; and

8.1.2. it shall provide the Services with reasonable care and skill.

8.2. In the relation to the calculations undertaken by the SAAS Platform:

8.2.1. the Supplier warrants that:

- (a) all calculation formulae, algorithms and methodologies implemented within the SAAS Platform are accurate and have been developed and tested in accordance with recognised industry standards and mathematical principles;
- (b) the SAAS Platform will correctly apply such calculation formulae to Customer Data when generating Customer Outputs and will be reflective of the contractual documents that have been provided by Customer; and
- (c) any errors in the calculation logic itself (as distinct from errors arising from Customer Data) will be corrected promptly upon discovery.

8.2.2. The Customer acknowledges that:

- (a) whilst the Supplier warrants the accuracy of its calculation formulae under this clause 8.2, the accuracy of all calculation results, analyses and reports generated by the SAAS Platform depends on the quality, completeness and accuracy of Customer Data;
- (b) the Supplier's warranty under this clause 8.2 relates solely to the mathematical and logical accuracy of its calculation formulae and not to the results produced when such formulae are applied to Customer Data, which may contain errors, omissions or inaccuracies;
- (c) the SAAS Platform are tools for data analysis and reporting only and do not constitute professional advice; and
- (d) the Supplier makes no warranty that outputs from the SAAS Platform will meet the Customer's or any third party's contractual obligations under any PFI contract or other agreement, as such outputs are dependent on the Customer Data and the Customer's specific contractual requirements.

8.3. Without prejudice to the Customer's right to terminate this Agreement, if the SAAS Platform fails to operate as warranted in clause 8.1, the Supplier shall,:

8.3.1. use its best commercial endeavours to correct the non-conformance within a reasonable time; and

8.3.2. if such failure persists for more than 10 consecutive Business Days, provide a pro rata refund of Fees for any affected period in excess of the 10 consecutive Business Days. This shall be the Customer's sole remedy for breach of warranty.

8.4. The warranties in clause 8.1 shall not apply to any failure arising from:

8.4.1. incorrect use of the SAAS Platform by the Customer;

- 8.4.2. inaccurate, incomplete or corrupted Customer Data;
- 8.4.3. use with incompatible systems or software;
- 8.4.4. any Force Majeure Event; or
- 8.4.5. any breach of this Agreement by the Customer.
- 8.5. Regarding third party components (including the SFG20 maintenance standard and Microsoft Azure services):
 - 8.5.1. the Supplier does not warrant their availability or performance;
 - 8.5.2. the Customer's use is subject to the relevant third party terms notified to the Customer; and
 - 8.5.3. the Supplier has no liability for any failure arising from third party services.
- 8.6. All implied warranties, conditions and terms are excluded to the fullest extent permitted by law.

9. Customer's responsibilities

- 9.1. The Customer shall:
 - 9.1.1. maintain copies of all Customer Data prior to upload to the SAAS Platform;
 - 9.1.2. promptly review and act upon any data quality issues identified in the any data integrity report;
 - 9.1.3. ensure appropriate personnel are available for training sessions as scheduled during implementation;
 - 9.1.4. designate a primary contact with authority to make decisions regarding the configuration and use of the SAAS Platform;
 - 9.1.5. ensure all Authorised Users have adequate internet connectivity and compatible devices to access the SAAS Platform;
 - 9.1.6. promptly notify the Supplier of any errors or discrepancies in arising from its use of the SAAS Platform or in any Customer Outputs; and
 - 9.1.7. not rely solely on any Customer Outputs for critical decisions without appropriate verification.
- 9.2. The Customer acknowledges that:
 - 9.2.1. the Supplier's ability to provide the SAAS Platform and Services effectively depends on the Customer fulfilling these responsibilities;
 - 9.2.2. failure to provide accurate and complete data will compromise the accuracy of all Customer Outputs; and
- 9.3. If the Customer fails to perform its responsibilities, the Supplier may charge additional fees for any remedial work required at its then-current professional services rates.

10. Intellectual property

- 10.1. All Intellectual Property Rights in the SAAS Platform, Services, Documentation and platform technology shall remain vested in the Supplier or its licensors (including Maximobile Platform Services (UK) Limited).
- 10.2. The Customer owns all Intellectual Property Rights in Customer Data. During the Subscription Term the Customer grants the Supplier a non-exclusive, non-transferable licence to use Customer Data solely to:
 - 10.2.1. provide the SAAS Platform and the Services;
 - 10.2.2. Generate aggregated and anonymised performance data that cannot identify the Customer or any individual project; and
 - 10.2.3. create industry benchmarking data, provided such data is anonymised.
- 10.3. The Supplier may retain and use aggregated and anonymised data derived from Customer Data after termination for research, benchmarking and service improvement purposes.
- 10.4. Third party materials remain owned by their respective owners and are subject to separate licence terms.
- 10.5. The Supplier may freely use any feedback, suggestions or improvements proposed by the Customer relating to the SAAS Platform and Services. The Customer waives any rights in such feedback.
- 10.6. Subject to clause 10.6A, the Supplier grants the Customer a perpetual, royalty-free, non-exclusive licence to use, reproduce, modify and create derivative works from any data, reports, analyses, insights and other outputs generated through the Customer's use of the SAAS Platform under the Customer's account ("Customer Outputs"), provided that such use is:
 - 10.6.1. not for resale, distribution, sublicensing, or commercial exploitation;
 - 10.6.2. not for the provision of services to third parties; and
 - 10.6.3. in compliance with all applicable laws and regulations.
- 10.6A The Customer shall be permitted to disclose Customer Outputs to any party connected with the [name of Project/contract] including, but not limited to, [x] and its affiliates and any of the Customer's professional advisors, provided that the Supplier shall have no liability arising from such disclosures and the Customer shall indemnify the Provider against all claims, losses and expenses resulting therefrom.
- 10.7. Neither party acquires any Intellectual Property Rights of the other except as expressly granted in this Agreement.
- 10.8. This clause 10 shall survive termination of this Agreement.

11. Defence against infringement claims

- 11.1. Subject to clauses 11.2 and 11.4, if a third party claims that the Customer's use of the SAAS Platform in accordance with this Agreement infringes any UK intellectual property rights ("IP Claim"), the Supplier shall:
 - 11.1.1. defend the IP Claim at its expense; and
 - 11.1.2. pay damages finally awarded against the Customer by a UK court or agreed in a settlement approved by the Supplier.

- 11.2. The Customer shall:
 - 11.2.1. notify the Supplier promptly in writing of the IP Claim;
 - 11.2.2. not admit liability or prejudice the defence;
 - 11.2.3. give the Supplier sole control of the defence and settlement; and
 - 11.2.4. provide reasonable assistance at the Supplier's expense.
- 11.3. If an IP Claim is made or appears likely, the Supplier may at its option:
 - 11.3.1. procure the right for the Customer to continue using the SAAS Platform;
 - 11.3.2. modify the SAAS Platform to avoid infringement; or
 - 11.3.3. terminate this Agreement on written notice and refund any pre-paid Fees on a pro rata basis.
- 11.4. The Supplier has no liability for any IP Claim arising from:
 - 11.4.1. use of the SAAS Platform outside the scope of this Agreement;
 - 11.4.2. use in combination with third party products not approved by the Supplier;
 - 11.4.3. Customer Data;
 - 11.4.4. third party components including the SFG20 maintenance standard;
 - 11.4.5. modifications made without the Supplier's written consent; or
 - 11.4.6. the Customer's breach of this Agreement.
- 11.5. This clause states the Customer's exclusive remedy for IP Claims.

12. Customer Data

- 12.1. The Customer acknowledges that the Supplier processes Customer Data only as necessary to provide the SAAS Platform and the Services;
- 12.2. The Customer is solely responsible for:
 - 12.2.1. the accuracy, quality, integrity and legality of all Customer Data;
 - 12.2.2. ensuring Customer Data does not infringe any third party rights; and
 - 12.2.3. maintaining backup copies of all Customer Data before upload to the SAAS Platform.
- 12.3. Data export and deletion:
 - 12.3.1. Upon termination, the Supplier shall provide Customer Data to the Customer in database format;
 - 12.3.2. The Supplier shall delete Customer Data within 7 days after providing it to the Customer;
 - 12.3.3. The Supplier may retain aggregated and anonymised data derived from Customer Data as permitted under clause 10.2; and
 - 12.3.4. No data export will be provided unless all outstanding Fees have been paid.
- 12.4. The Supplier:
 - 12.4.1. maintains platform backups for business continuity but accepts no responsibility for Customer Data loss or corruption;

- 12.4.2. provides no data recovery services; and
- 12.4.3. shall have no liability for any loss or corruption of Customer Data howsoever caused.
- 12.5. If the Supplier reasonably believes Customer Data breaches applicable law or this Agreement, it may suspend access to such data after notifying the Customer where practicable.
- 12.6. The Customer acknowledges that PFI project documentation may contain multiple, potentially conflicting data sets across different contractual stages, including but not limited to initial invitation to tender requirements, bid submission data and proposals, negotiated variations, final executed contract specifications and operational handover documentation. Where the Customer uploads multiple documents containing different values, specifications or requirements for the same parameters (whether from different contractual stages or different parties), the Supplier shall (where it is aware of the differences) notify the Customer of the conflicting data and flag any Customer Outputs that may be affected by such conflicts. The Supplier has no obligation to determine which data set represents the current contractual position and will not make any assumptions about the data hierarchy or precedence unless explicitly instructed by the Customer through the platform settings.

13. Confidentiality and Information Security of Customer Data

- 13.1. The Supplier shall:
 - 13.1.1. maintain the confidentiality of Customer Data in accordance with clauses 13 and 14;
 - 13.1.2. not disclose Customer Data to any third party except:
 - (a) as necessary to provide the SAAS Platform and Services (including to Microsoft Azure as infrastructure provider);
 - (b) as required by law or court order; or
 - (c) in aggregated and anonymised form as permitted under clause 10.2; and
 - 13.1.3. only use Customer Data as necessary to provide the SAAS Platform and Services and exercise its rights under this Agreement.
- 13.2. The Supplier shall implement appropriate technical and organisational security measures in accordance with good industry practice on the hosting environment of the SAAS Platform including:
 - 13.2.1. firewalls and authentication servers;
 - 13.2.2. two-factor authentication for administrative access;
 - 13.2.3. encryption of data in transit and at rest;
 - 13.2.4. regular security patching and updates; and
 - 13.2.5. access controls limiting data access to authorised personnel only.
- 13.3. The Supplier shall maintain information security practices in line with ISO 27001 standards as appropriate for the nature of the SAAS Platform.
- 13.4. The Customer acknowledges that:
 - 13.4.1. the SAAS Platform is hosted on shared infrastructure (Microsoft Azure); and
 - 13.4.2. absolute security cannot be guaranteed despite the Supplier's security measures.

14. Confidential Information

- 14.1. Each party ("Receiving Party") shall:
 - 14.1.1. keep confidential all information of a confidential nature received from the other party in connection with this Agreement ("Confidential Information"); and
 - 14.1.2. only use Confidential Information to perform its obligations under this Agreement.
- 14.2. The Receiving Party may disclose Confidential Information:
 - 14.2.1. to its employees, officers, subcontractors and professional advisers and, in the case of the Customer, to its funder, Assured Guaranty UK Limited, who need to know for the purposes of this Agreement, provided they are bound by equivalent confidentiality obligations;
 - 14.2.2. as required by law or court order, provided it gives prior notice where legally permitted; and
 - 14.2.3. with the other party's prior written consent.
- 14.3. This clause does not apply to information which:
 - 14.3.1. is or becomes publicly available (other than through breach of this Agreement);
 - 14.3.2. was lawfully known to the Receiving Party before disclosure;
 - 14.3.3. is independently developed without use of Confidential Information; or
 - 14.3.4. is lawfully received from a third party without confidentiality restrictions.
- 14.4. For clarity:
 - 14.4.1. Customer Data is Confidential Information of the Customer;
 - 14.4.2. the Supplier's pricing, technical documentation and platform technology are Confidential Information of the Supplier; and
 - 14.4.3. aggregated and anonymised data derived from Customer Data is not Confidential Information.
- 14.5. Each party shall promptly notify the other of any unauthorised use or disclosure of Confidential Information.
- 14.6. These confidentiality obligations shall survive termination of this Agreement.
- 14.7. The Supplier may use the Customer's name and logo in its marketing materials, website, and presentations solely to identify the Customer as a user of the SAAS Platform, provided that:
 - 14.7.1. such use is limited to factual statements about the business relationship;
 - 14.7.2. the Supplier shall comply with any reasonable brand guidelines provided by the Customer;
 - 14.7.3. the Customer's prior permission has been obtained (which the Supplier acknowledges may be subject to third party approval); and
 - 14.7.4. the Customer may withdraw this permission on 30 days' written notice.

15. Monitoring and compliance

- 15.1. The Customer shall maintain accurate records of its Authorised Users and their access to the SAAS Platform.
- 15.2. The Supplier may remotely monitor:
 - 15.2.1. the number of Authorised Users accessing the SAAS Platform;
 - 15.2.2. usage patterns and data volumes; and
 - 15.2.3. compliance with the Acceptable Use Policy.
- 15.3. If the Supplier reasonably suspects the Customer has exceeded its Purchased Authorised User Accounts, the Supplier may request evidence of compliance. The Customer shall provide such evidence within 5 Business Days.
- 15.4. If monitoring reveals:
 - 15.4.1. excess users, the Customer shall pay the Additional User Fees for all excess users from the date such excess began (or if unknown, from the start of the current Subscription Term);
 - 15.4.2. material breach of this Agreement, the Supplier may exercise its rights under clause 18 (suspension) or clause 20 (termination).
- 15.5. The Supplier may use aggregated usage data and performance metrics to:
 - 15.5.1. improve the SAAS Platform and the Services;
 - 15.5.2. develop new features; and
 - 15.5.3. create anonymised industry benchmarks.

16. Force Majeure

- 16.1. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay results from circumstances beyond its reasonable control, including:
 - 16.1.1. acts of God, flood, earthquake, pandemic or other natural disaster;
 - 16.1.2. war, terrorism, civil unrest or government action;
 - 16.1.3. failure of public utilities or telecommunications networks;
 - 16.1.4. strikes or industrial action (excluding those involving the affected party's workforce);
 - 16.1.5. failure of Microsoft Azure or other critical third party infrastructure; or
 - 16.1.6. cyber attacks or malicious damage by third parties despite reasonable security measures(each a "Force Majeure Event").
- 16.2. The affected party shall:
 - 16.2.1. promptly notify the other party of the Force Majeure Event and its expected impact;
 - 16.2.2. use reasonable endeavours to mitigate the effects and resume performance; and
- 16.3. keep the other party regularly informed of progress.
- 16.4. If a Force Majeure Event prevents performance for more than 30 consecutive days, either party may terminate this Agreement on written notice.

- 16.5. For clarity, neither party's payment obligations nor the Customer's obligation to maintain backups shall be excused by Force Majeure.

17. Limitation of liability

- 17.1. Save for any claims under clause 11, the Supplier's total liability for all claims in any 12-month period shall not exceed the Annual Subscription Fee.
- 17.2. The Supplier shall not be liable for:
- 17.2.1. any indirect or consequential losses;
 - 17.2.2. loss of profit, revenue, business or anticipated savings;
 - 17.2.3. loss of or damage to reputation or goodwill;
 - 17.2.4. any losses caused by inaccurate, incomplete or poor quality Customer Data;
 - 17.2.5. loss or corruption of data (the Customer being responsible for maintaining backups);
 - 17.2.6. wasted expenditure or costs of procurement; or
 - 17.2.7. any failure by third party services including Microsoft Azure or inaccuracies with the SFG20 maintenance standard.
- 17.3. The Customer acknowledges that:
- 17.3.1. the accuracy and completeness of the Customer Outputs cannot be guaranteed; and
 - 17.3.2. Customer Outputs are affected by multiple factors including Customer Data quality, third party data sources, calculation methodologies and system integrations.
- 17.4. Nothing in this Agreement excludes or limits liability for:
- 17.4.1. death or personal injury caused by negligence;
 - 17.4.2. fraud or fraudulent misrepresentation; or
 - 17.4.3. any liability that cannot be excluded by law.
- 17.5. This clause 17 survives termination of this Agreement.

18. Suspension

- 18.1. The Supplier may suspend access to the SAAS Platform and the Services if:
- 18.1.1. the Customer fails to pay any undisputed sums within 10 days of the due date;
 - 18.1.2. the Supplier reasonably believes there has been a material breach of this Agreement;
 - 18.1.3. the Supplier detects unauthorised access or security threats; or
 - 18.1.4. required by law or court order.
- 18.2. Before suspending for non-payment, the Supplier shall give the Customer at least 5 Business Days' written notice.
- 18.3. For suspensions under clause 18.1.2 or 18.1.3, the Supplier shall:
- 18.3.1. notify the Customer as soon as reasonably practicable;
 - 18.3.2. investigate promptly; and
 - 18.3.3. either restore access or terminate this Agreement within 10 Business Days.

- 18.4. Following suspension:
 - 18.4.1. for non-payment, access shall be restored within 1 Business Day of receipt of payment in full;
 - 18.4.2. if investigation shows no breach by the Customer, the Supplier shall provide a pro rata credit for the suspension period; and
 - 18.4.3. Fees remain payable during any suspension period unless clause 18.4.2 applies.
- 18.5. The Supplier shall not be liable for any losses arising from suspension in accordance with this clause.

19. Term and Renewals

- 19.1. This Agreement and the Subscription Term shall automatically renew for successive periods of 12 months (each a “Renewal Period”) unless the Customer gives written notice of non-renewal at least 30 days before the end of the current term.
- 19.2. The Supplier shall send a renewal reminder to the Customer at least 60 days before the end of the current term, stating:
 - 19.2.1. the renewal date;
 - 19.2.2. the deadline for non-renewal notice;
 - 19.2.3. the Fees for the Renewal Period; and
 - 19.2.4. any changes to the Agreement for the Renewal Period.
- 19.3. If the Customer gives notice of non-renewal:
 - 19.3.1. the Agreement shall expire at the end of the current term;
 - 19.3.2. the Supplier shall provide information about data export; and
 - 19.3.3. clause 21 (Consequences of termination) shall apply.

20. Termination

- 20.1. In addition to the termination right at clause 19.1, either party may terminate this Agreement with immediate effect by written notice if the other party:
 - 20.1.1. commits a material breach that cannot be remedied;
 - 20.1.2. commits a material breach and fails to remedy it within 14 days of written notice specifying the breach or such longer period as the parties agree;
 - 20.1.3. fails to pay undisputed sums within 30 days of written notice of non-payment; or
 - 20.1.4. becomes insolvent, enters administration, liquidation or any similar proceedings.
- 20.2. The Supplier may also terminate with immediate effect if:
 - 20.2.1. the Customer breaches the Acceptable Use Policy;
 - 20.2.2. the Customer exceeds its Purchased Authorised User Accounts and fails to pay Additional User Fees when due; or
 - 20.2.3. the Customer’s use of the SAAS Platform poses a security, legal or reputational risk to the Supplier.
- 20.3. Any termination shall be without prejudice to:

- 20.3.1. rights and liabilities accrued at termination; and
- 20.3.2. the coming into or continuance in force of any provision expressed to survive termination.
- 21. Consequences of termination
 - 21.1. On termination or expiry of this Agreement:
 - 21.1.1. all rights to use the SAAS Platform shall immediately cease;
 - 21.1.2. the Customer shall ensure all Authorised Users stop accessing the SAAS Platform;
 - 21.1.3. the Supplier shall, subject to payment of all outstanding Fees, provide Customer Data to the Customer in database format within 30 days of request;
 - 21.1.4. subject to clause 21.1.3, the Supplier shall destroy or return all Confidential Information, Customer Data and Customer Outputs; and
 - 21.1.5. the Customer shall destroy or return all Confidential Information of the Supplier.
 - 21.2. The following provisions survive termination: clauses 4 (Indemnity), 10 (Intellectual Property), 12.5 (data liability), 14 (Confidentiality), 17 (Limitation of liability), 21 (Consequences of termination), 26 (Governing law) and 27 (Jurisdiction).

22. Entire agreement

- 22.1. This Agreement (including the Order Form, these Master Terms, the Data Protection Addendum and Policies) constitutes the entire agreement between the parties relating to its subject matter.
- 22.2. Each party acknowledges that it has not relied on any representation or warranty not expressly set out in this Agreement.
- 22.3. Nothing in this Agreement excludes liability for fraud or fraudulent misrepresentation.

23. Notices

- 23.1. All notices under this Agreement must be in writing, in English, and sent to the details set out in the Order Form.
- 23.2. Notices are deemed received:
 - 23.2.1. if delivered by hand: on delivery against signature;
 - 23.2.2. if sent by first class post: 2 Business Days after posting;
 - 23.2.3. if sent by email: on the next Business Day after sending, provided no delivery failure notification is received.
- 23.3. Either party may change its notice details by giving 5 Business Days' notice.

24. Variation

No variation of this Agreement shall be valid unless made in writing and signed by both parties, except for Updates made in accordance with clause 6.

25. Assignment and subcontracting

- 25.1. The Supplier may assign this Agreement to an affiliate or as part of a sale of its business with 10 business days' notice to the Customer.

25.2. Save for an assignment by way of security which shall be permitted, the Customer may not assign or transfer this Agreement without the Supplier's prior written consent.

26. Set off

The Customer shall pay all sums due without set-off or deduction except as required by law.

27. No partnership or agency

Nothing in this Agreement creates a partnership, joint venture, agency or fiduciary relationship between the parties.

28. Severance

If any provision of this Agreement is found to be invalid or unenforceable:

28.1. the remainder of this Agreement shall continue in full force; and

28.2. the parties shall negotiate in good faith to agree a valid replacement provision with similar effect.

29. Waiver

No failure to exercise or delay in exercising any right under this Agreement constitutes a waiver of that right. Any waiver must be in writing and signed by the waiving party.

30. Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

31. Authority

Each party warrants that it has full authority to enter into and perform this Agreement.

32. Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

The Definitions and interpretation

Agreement	has the meaning set out in clause 1.2.1
Affiliate	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
Applications	means the software or applications used by or on behalf of the Supplier to provide the SAAS Platform;
Authorised Affiliates	means the Affiliates of the Customer (if any) identified in the Order Form as Authorised Affiliates;
Authorised Users	means the named individual users authorised by the Customer to use that Service in accordance with the terms of this Agreement;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Customer	has the meaning given in the relevant Order Form;
Customer Data	means all data including contracts (in any form) that is provided to the Supplier or uploaded or hosted on any part of any Service by the Customer or by any Authorised User (but excluding Feedback as defined in clause 10.5);
Customer Outputs	has the meaning given in clause 10.6;
Data Protection Addendum	means the data processing terms between the Customer and Supplier relating to the use of the SAAS Platform.
Documentation	means in respect of each Service, the relevant instructions as to how to use that part of the Services made available by the Supplier (as Updated from time to time) (the User Manual);
Fees	means the Subscription Fees together with any other amounts payable to the Supplier under this Agreement;
Force Majeure Event	has the meaning given in clause 16.1.6;

Intellectual Property Rights	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
IP Claim	has the meaning given in clause 11.1;
SaaS Terms	means the terms set out in the clauses and other provisions of this document (including the schedule), as Updated from time to time;
Order Acceptance	means the effective date of the relevant Order Form;
Order Form	means the electronic or physical form (including its schedules, annexes and appendices (if any)) ordering the Service s entered into by or on behalf of the Customer and Supplier, incorporating these SAAS Terms and this Agreement (and as varied by the parties by agreement in writing from time to time);
Permitted Purpose	means use solely for the Customer's internal business operations and also for the internal business operations of the Authorised Affiliates identified in the Order Form, in each case in accordance with the applicable Documentation and this Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law: (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Service or Documentation save that disclosure of the Customer Outputs to third parties pursuant to clause 10.6A shall be permitted; (b) permitting any use of any Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose)); (c) combining, merging or otherwise permitting any Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part), except as expressly permitted under our Agreement.

Protected Data	has the meaning given in the Data Protection Addendum;
Purchased Authorised User Accounts	means the number of Authorised Users who may use that Service as set out in the Order Form;
Renewal Period	has the meaning given in clause 19.1;
SAAS Platform	means the cloud service to which the Customer has subscribed as set out in the Order Form;
Services	means the provision of the services as set out in the Order Form;
Subscription Term	means (subject to clauses 19 and 20) the duration during which the Customer subscribes to use the SAAS Platform as initially set out in the Order Form and each Renewal;
Subscription Fee	means, in respect of the SAAS Platform, the fees payable by the Customer in consideration of the access and use of the platform in accordance with the terms of this Agreement, and as set out in Order Form;
Supplier	has the meaning given in the relevant Order Form;
Supplier's Confidential Information	means all information (whether in oral, written or electronic form) relating to the Supplier's business which may reasonably be considered to be confidential in nature including (to the extent confidential) information relating to the Supplier's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Order Form, any user manual, the Description and any other technical or operational specifications or data relating to the SAAS Platform shall be part of the Supplier's Confidential Information;
Support Services	means the support services provided by the Supplier to the Customer as described in Order Form; and
Update Notification	has the meaning given in clause 6.1; and
VAT	means United Kingdom value added tax, any other tax imposed in substitution for it.

In our Agreement, unless otherwise stated:

- a) the table of contents, background section and the clause, paragraph, schedule or other headings in our Agreement are included for convenience only and shall have no effect on interpretation;
- b) the Supplier and the Customer are together the parties and each a party, and a reference to a party includes that party's successors and permitted assigns;
- c) words in the singular include the plural and vice versa;
- d) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- e) a reference to 'writing' or 'written' includes email; and
- f) a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation.

Data Protection Addendum

Definitions

- (a) In this Data Protection Addendum defined terms shall have the same meaning, and the same rules of interpretation shall apply as in the remainder of our Agreement. In addition, in this Data Protection Addendum the following definitions have the meanings given below:

Applicable Law	means the following to the extent forming part of the law of United Kingdom (or a part of the United Kingdom) as applicable and binding on either party or the Services: (a) any law, legislation, regulation, byelaw or subordinate legislation in force from time to time; (b) the common law and laws of equity as applicable to the parties from time to time; (c) any binding court order, judgment or decree; or (d) any applicable direction, policy, rule or order made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Controller	has the meaning given to that term in Data Protection Laws;
Data Protection Laws	means as applicable and binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Losses	means all liabilities arising directly or indirectly from any breach or alleged breach of any of the Data Protection Laws or of this Data Protection Addendum, including all: (a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); (b) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (c) compensation which is ordered by a court or Supervisory Authority to be paid to a Data Subject; and/or (d) costs of compliance with investigations by a Supervisory Authority;

Data Subject	has the meaning given to that term in Data Protection Laws;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Chapter III of the GDPR in relation to any Protected Data;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
International Recipient	means the organisations, bodies, persons and other recipients to which Transfers of the Protected Data are prohibited under paragraph 7.1 without the Customer's prior written authorisation;
Lawful Safeguards	means such legally enforceable mechanism(s) for Transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
List of Sub-Processors	means the latest version of the list of Sub-Processors used by the Supplier, as Updated from time to time, which as at Order Acceptance includes Maximobile Services (UK) Limited and Microsoft Ireland Operations Limited as our hosting and support partners;
Personal Data	has the meaning given to that term in Data Protection Laws;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
processing	has the meaning given to that term in Data Protection Laws (and related terms such as process, processes and processed have corresponding meanings);
Processing Instructions	has the meaning given to that term in paragraph 3.1.1;
Processor	has the meaning given to that term in Data Protection Laws;
Protected Data	means Personal Data in the Customer Data;
Sub-Processor	means a Processor engaged by the Supplier or by any other Sub-Processor for carrying out processing activities in respect of the Protected Data on behalf of the Customer;
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws; and
Transfer	bears the same meaning as the word 'transfer' in Article 44 of the GDPR (and related terms such as Transfers, Transferred and Transferring have corresponding meanings).

Processor and Controller

- (b) The parties agree that, for the Protected Data, the Customer shall be the Controller and the Supplier shall be the Processor.
- (c) To the extent the Customer is not sole Controller of any Protected Data it warrants that it has full authority and authorisation of all relevant Controllers to instruct the Supplier to process the Protected Data in accordance with our Agreement.
- (d) The Supplier shall process Protected Data in compliance with:
 - (i) the obligations of Processors under Data Protection Laws in respect of the performance of its obligations under our Agreement; and
 - (ii) the terms of our Agreement.
- (e) The Customer shall ensure that it, its Affiliates and each Authorised User shall at all times comply with:
 - (i) all Data Protection Laws in connection with the processing of Protected Data, the use of the Services (and each part) and the exercise and performance of its respective rights and obligations under our Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - (ii) the terms of our Agreement.
- (f) The Customer warrants, represents and undertakes, that at all times:
 - (i) the processing of all Protected Data (if processed in accordance with our Agreement) shall comply in all respects with Data Protection Laws, including in terms of its collection, use and storage;
 - (ii) fair processing and all other appropriate notices have been provided to the Data Subjects of the Protected Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Protection Laws in connection with all processing activities in respect of the Protected Data that may be undertaken by the Supplier and its Sub-Processors in accordance with our Agreement;
 - (iii) the Protected Data is accurate and up to date;
 - (iv) it shall establish and maintain adequate security measures to safeguard the Protected Data in its possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure) and maintain complete and accurate backups of all Protected Data provided to the Supplier (or anyone acting on its behalf) so as to be able to immediately recover and reconstitute such Protected Data in the event of loss, damage or corruption of such Protected Data by the Supplier or any other person;
 - (v) all instructions given by it to the Supplier in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and

- (vi) it has undertaken due diligence in relation to the Supplier's processing operations and commitments and it is satisfied (and at all times it continues to use the Services remains satisfied) that:
 - (A) the Supplier's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage the Supplier to process the Protected Data;
 - (B) the technical and organisational measures set out in the Information Security Addendum and our Agreement (each as Updated from time to time) shall (if the Supplier complies with its obligations under such Addendum and our Agreement) ensure a level of security appropriate to the risk in regards to the Protected Data as required by Data Protection Laws; and
 - (C) the Supplier has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

Instructions and details of processing

- (g) Insofar as the Supplier processes Protected Data on behalf of the Customer, the Supplier:
 - (i) unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only (a) on and in accordance with the Customer's documented instructions as set out in our Agreement (including with regard to Transfers of Protected Data to any International Recipient), as updated from time to time; and/or (b) where necessary for the Supplier's legitimate interests in providing the Services, maintaining security, complying with legal obligations, and creating anonymised data as permitted under this Agreement (Processing Instructions);
 - (ii) if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
 - (iii) shall promptly inform the Customer if the Supplier becomes aware of a Processing Instruction that, in the Supplier's opinion, infringes Data Protection Laws, provided that:
 - (A) this shall be without prejudice to paragraphs 2.4 and 2.5; and
 - (B) to the maximum extent permitted by Applicable Law, the Supplier shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Processing Instructions following the Customer's receipt of the information required by this paragraph 3.1.3.
- (h) The Customer agrees that:
 - (i) the Supplier (and each Sub-Processor) is not obliged to undertake any processing of Protected Data that the Supplier reasonably believes infringes any of the Data Protection Laws and shall not be liable (or subject to any reduction or set-off of any Fees otherwise payable to the Supplier) to the extent that it (or any Sub-Processor) is delayed in or fails to perform any obligation under our Agreement as a result of not undertaking any processing in such circumstances; and

- (ii) without prejudice to any other right or remedy of the Supplier, in the event the Customer has not resolved any Processing Instruction notified to it under paragraph 3.1.3 such that it is lawful in the Supplier's opinion within 10 days of such notification then such circumstances are a material breach of our Agreement by the Customer that cannot be remedied and the Supplier may terminate our Agreement in accordance with its terms.
- (j) The Customer shall be responsible for ensuring all Authorised Affiliates and Authorised Users read and understand the Privacy Policy (as Updated from time to time).
 - (i) The Customer acknowledges and agrees that the execution of any computer command to process (including deletion of) any Protected Data made in the use of any of the Subscribed Services by an Authorised User will be a Processing Instruction (other than to the extent such command is not fulfilled due to technical, operational or other reasons, including as set out in the User Manual). The Customer shall ensure that Authorised Users do not execute any such command unless authorised by the Customer (and by all other relevant Controller(s)) and acknowledges and accepts that if any Protected Data is deleted pursuant to any such command the Supplier is under no obligation to seek to restore it.
- (k) Subject to applicable Subscribed Service Specific Terms or the Order Form the processing of the Protected Data by the Supplier under our Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in the schedule.

Technical and organisational measures

- (l) The Supplier shall implement and maintain technical and organisational measures:
 - (i) in relation to the processing of Protected Data by the Supplier, as set out the Information Security Addendum; and
 - (ii) to assist the Customer insofar as is possible (taking into account the nature of the processing) in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data, in each case at the Customer's cost on a time and materials basis in accordance with the Supplier's day rate set out in an order form. The parties have agreed that (taking into account the nature of the processing) the Supplier's compliance with paragraph 6.1 shall constitute the Supplier's sole obligations under this paragraph 4.1.2.

Using staff and other Processors

- (m) Subject to paragraph 5.2, the Supplier shall not engage (nor permit any other Sub-Processor to engage) any Sub-Processor for carrying out any processing activities in respect of the Protected Data in connection with our Agreement without the Customer's prior written authorisation. The Customer shall not unreasonably object to any new Sub-Processor (or any change to any of the Sub-Processors).
- (n) The Customer:
 - (i) authorises the appointment of each of the Sub-Processors identified on the List of Sub-Processors as at Order Acceptance; and

- (ii) authorises the appointment of each Sub-Processor (or any change to any of the Sub-Processors) identified on the List of Sub-Processors as Updated from time to time. The Customer's right to object to the appointment of a new Sub-Processor (or any change to any of the Sub-Processors) following the relevant Update Notice introducing that change may be exclusively exercised by terminating our Agreement in accordance its rights following the Update Notification introducing the change before that Update takes effect in accordance with our Agreement.
- (o) The Supplier shall:
 - (i) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, ensure each Sub-Processor is appointed under a written contract containing materially the same obligations as under paragraphs 2 to 12 (inclusive) (including those obligations relating to sufficient guarantees to implement appropriate technical and organisational measures);
 - (ii) ensure each new Sub-Processor identified on the List of Sub-Processors further to paragraph 5.2.2 meets reasonable commercial and technical standards for data processing services; and
 - (iii) remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.
- (p) The Supplier shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Supplier shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure).

Assistance with compliance and Data Subject rights

- (q) The Supplier shall refer all Data Subject Requests it receives to the Customer without undue delay. The Customer shall pay the Supplier for all work, time, costs and expenses incurred by the Supplier or any Sub-Processor(s) (if any) in connection with responding to the Data Subject Request, calculated on a time and materials basis at the Supplier's rates set out in the Supplier's Standard Pricing Terms.
- (r) The Supplier shall provide such assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to the Supplier) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 - (i) security of processing;
 - (ii) data protection impact assessments (as such term is defined in Data Protection Laws);
 - (iii) prior consultation with a Supervisory Authority regarding high risk processing; and
 - (iv) notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,

provided the Customer shall pay the Supplier for all work, time, costs and expenses incurred the Supplier or any Sub-Processor(s) in connection with providing the assistance in this paragraph 6.2, calculated on a time and materials basis at the Supplier's rates set out in the order form.

International data Transfers

- (s) Subject to paragraphs 7.2 and 7.5, the Supplier shall not Transfer any Protected Data:
 - (i) to any country or territory outside the United Kingdom; and/or
 - (ii) to an organisation and/or its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries,

without the Customer's prior written authorisation except where required by Applicable Law (in which case the provisions of paragraph 3.1 shall apply).

Information and audit

- (t) The Supplier shall maintain, in accordance with Data Protection Laws binding on the Supplier, written records of all categories of processing activities carried out on behalf of the Customer.
- (u) On request, the Supplier shall provide the Customer (or auditors mandated by the Customer) with a copy of the third party certifications and audits to the extent made generally available to its customers. Such information shall be confidential to the Supplier and shall be Supplier's Confidential Information as defined in our Agreement, and shall be treated in accordance with applicable terms.
- (v) The Customer acknowledges and accepts that relevant contractual terms agreed with Sub-Processor(s) may mean that the Supplier or Customer may not be able to undertake or facilitate an information request or audit or inspection of any or all Sub-Processors pursuant to paragraph 8.3 and:
 - (i) the Customer's rights under paragraph 8.3 shall not apply to the extent inconsistent with relevant contractual terms agreed with Sub-Processor(s);
 - (ii) to the extent any information request, audit or inspection of any Sub-Processor are permitted in accordance with this paragraph 8.4, equivalent restrictions and obligations on the Customer to those in paragraphs 8.3.1 to 8.3.10 (inclusive) shall apply together with any additional or more extensive restrictions and obligations applicable in the circumstances; and
 - (iii) paragraphs 5.3.1 and 8.3 shall be construed accordingly.
- (w) Notwithstanding paragraph 8.4, the Supplier shall ensure that it has appropriate mechanisms in place to ensure its Sub-Processors meet their obligations under Data Protection Laws and the Supplier's obligations in respect of Protected Data under our Agreement. The Customer accepts that the provisions of paragraph 8.4 shall satisfy the Supplier's obligations in that regard.

Breach notification

- (x) In respect of any Personal Data Breach, the Supplier shall, without undue delay (and in any event within 72 hours):
 - (i) notify the Customer of the Personal Data Breach; and
 - (ii) provide the Customer with details of the Personal Data Breach.

Deletion of Protected Data and copies

Following the end of the provision of the Services (or any part) relating to the processing of Protected Data the Supplier shall dispose of Protected Data in accordance with its obligations under our Agreement. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Protected Data undertaken in accordance with our Agreement.

Compensation and claims

- (y) The Supplier shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with our Agreement:
 - (i) only to the extent caused by the processing of Protected Data under our Agreement and directly resulting from the Supplier's breach of our Agreement; and
 - (ii) in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of our Agreement by the Customer (including in accordance with paragraph 3.1.3(b)).
- (z) If a party receives a compensation claim from a person relating to processing of Protected Data in connection with our Agreement or the Services, it shall promptly provide the other party with notice and full details of such claim.
- (aa) The parties agree that the Customer shall not be entitled to claim back from the Supplier any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify or otherwise compensate the Supplier in accordance with our Agreement.
- (bb) This paragraph 11 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:
 - (i) to the extent not permitted by Applicable Law (including Data Protection Laws); and
 - (ii) that it does not affect the liability of either party to any Data Subject.

Survival

This Data Protection Addendum (as Updated from time to time) shall survive termination (for any reason) or expiry of our Agreement and continue until no Protected Data remains in the possession or control of the Supplier or any Sub-Processor, except that paragraphs 10 to 12 (inclusive) shall continue indefinitely.

Data protection contact

The Supplier's data protection manager is William Laws who may be contacted at william@curshaw.com.

The Data processing details

Subject-matter of processing:

Processing of Private Finance Initiative (PFI) project data, facilities management data, contract documentation, and user account information in connection with the provision of the PFI Data Management Platform services.

Duration of the processing:

Until the earlier of final termination or final expiry of our Agreement, except as otherwise expressly stated in our Agreement.

Nature and purpose of the processing:

Processing in accordance with the rights and obligations of the parties under our Agreement;

Processing as reasonably required to provide the Services including data integration, analysis, reporting, and platform functionality;

Processing as initiated, requested or instructed by Authorised Users in connection with their use of the Services, or by the Customer, in each case in a manner consistent with our Agreement; and

Processing for the creation of aggregated and anonymised performance data and industry benchmarking as permitted under this Agreement.

Type of Personal Data:

User account information including names, email addresses, job titles, and login credentials of Authorised Users

Names of maintenance engineers, contractors, and other personnel contained within CAFM data and project documentation

Contact details of personnel referenced in contracts, certificates, and reports

Financial information of individuals where contained in project cost data

Categories of Data Subjects:

Authorised Users of the Customer and its Authorised Affiliates

Maintenance engineers, contractors, and facilities management personnel

Individuals referenced in PFI project documentation and reports

Special categories of Personal Data:

None. The platform does not process special categories of personal data as defined in Article 9 of the GDPR.