

TARANTO CONTRACT FOR THE SUPPLY OF IT EQUIPMENT, SOFTWARE AND SERVICES

This Contract is effective the (day – in words/month – in words/year) between:

- (1) **[INSERT FULL LEGAL NAME OF ENTITY]**, a company registered in England and Wales under company number **[insert company number]** whose registered office is at **[full registered address]** (the “**Customer**”); and
- (2) **Taranto Systems Limited**, a company registered in England and Wales under company number 12920661, whose registered office is at A1 Methuen Park, Chippenham, Wiltshire SN14 0GT (“**Supplier**”),

(hereinafter a “**Party**” or the “**Parties**”).

The Parties agree that the Supplier will provide the Package to the Customer subject to the terms and conditions as set out in this Contract.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these General Terms and Conditions.

1.1 In this Contract (unless the context otherwise requires):

Change	has the meaning given in clause 5.1;
Charges	means the total of the Initial Term Charges and any Extended Term Charges;
Confidential Information	means any information of a confidential or sensitive commercial nature which is disclosed by one of the Parties to the other in connection with this Contract (whether orally or in writing or by demonstration and whether or not such information is expressly stated to be confidential or marked as such);
Contract	means: • these General Terms and Conditions; • Schedule 1 Contract Particulars; • Schedule 2 Form of Extension • Schedule 3 Equipment Specification and Special Conditions for the Supply of Equipment; • Schedule 4 Software Specification and Special Conditions for the Supply of Software; • Schedule 5 Services Specification; • Schedule 6 Taranto SLA. • Schedule 7 Data Processing Agreement
Customer's Contract Manager	means the person specified in Schedule 1;
Extended Term	has the meaning specified in clause 2.3;
Extended Term Charges	means the charges for the Package during an Extended Term as specified in a Form of Extension;
Equipment	the equipment specified in Schedule 3;
FOIA	has the meaning specified in clause 14;
Force Majeure Event	has the meaning specified in clause 15.1;
Form of Extension	means the default form of extension in Schedule 2 to be used in accordance with clause 0;
Go Live Date	means the date notified, in writing, by the Supplier's Contract Manager to the Customer's Contract Manager, or as otherwise agreed, in writing, between the Parties;
Initial Term	has the meaning specified in clause 2.2;
Initial Term Charges	means the charges for the Package as specified in Schedule 1;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets), rights in data and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Package	means the Equipment and/or Services and/or Software to be supplied by the Supplier to the Customer during the Initial Term or any Extended Term as appropriate;
Services	the services to be provided by the Supplier under the Contract, as detailed in Schedule 5;
Software	the software as specified in the Schedule 4;
Supplier's Contract Manager	means the person specified in Schedule 1;
VAT	value added tax chargeable under English law for the time being and any similar additional tax;

2. COMMENCEMENT AND DURATION

- 2.1 Notwithstanding the date of signature, this Contract is effective from the date shown above or the date when the Supplier commenced work on the Package (whichever is the sooner).
- 2.2 This Contract shall (except as expressly provided otherwise) remain in force from the Go Live Date for the period stated in Schedule 1 (the "Initial Term").
- 2.3 By giving the Supplier at least sixty (60) days' notice prior to the expiry of the Initial Term, the Customer may request an extension to the Contract duration. **In response the Supplier shall, within thirty (30) days, submit a quote for the Extended Term Charges.** Any agreement to extend the Contract shall only be valid if a completed Form of Extension is signed by both Parties. Each signed Form of Extension shall establish an Extended Term.
- 2.4 The Customer shall be entitled to repeat the process in clause 2.3 at the end of any Extended Term, provided that the total cumulative term of the contract shall not exceed five (5) years from the Go Live Date.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall supply the Package in accordance with the normal practices and standards of the industry, exercising that degree of skill, diligence and foresight which would reasonably be expected from a successful supplier engaged in the provision of equipment, software and services similar to the Package under the same or similar circumstances as those applicable to the Contract. Any hosting services forming part of the Package are provided to the Supplier by third party service providers and are subject to the third party service provider's terms (available upon request).
- 3.2 The Supplier will make all reasonable efforts to supply the Package in accordance with the timescales in its quotation, or, where the same has been agreed by the Parties, in accordance the mutually agreed program. The Supplier shall advise the Customer of any significant slippage.
- 3.3 The Supplier shall appoint the Supplier's Contract Manager, who shall have the authority to contractually bind the Supplier on matters relating to the Contract. No other personnel of the Supplier can make any representations or contractually binding statements concerning the Package.
- 3.4 The Supplier shall comply with statutory requirements concerning anti-bribery, modern slavery, environmental practices, equality, data protection and health and safety.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - (a) co-operate with the Supplier in all matters relating to the Contract and appoint the Customer's Contract Manager, who shall have the authority to contractually bind the Customer on matters relating to the Contract;
 - (b) provide in a timely manner such access to the Customer's premises, systems and data, and such office accommodation and other facilities, as reasonably requested by the Supplier;
 - (c) provide in a timely manner such information as the Supplier may reasonably request, and ensure that such information is accurate in all material respects; and
 - (d) provide in a timely manner such decisions and assistance as the Supplier may reasonably request; and
 - (e) be responsible (at its own cost) for preparing and maintaining the relevant premises, facilities and systems for the supply of the Package.
- 4.2 The Supplier shall not be liable to the Customer if the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, and the Customer shall in such circumstances be liable to pay to the Supplier all reasonable costs, charges or losses sustained or incurred by the Supplier subject to the Supplier providing reasonable demonstration or evidence of such costs, charges and losses to the Customer in writing.

5. CHANGE CONTROL

- 5.1 Either Party may request a change to the Package (a "Change"), in which case the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
 - (a) the likely time required to implement the Change;
 - (b) any variations to the Supplier's charges arising from the Change;
 - (c) the likely effect of the Change on any performance dates that have been agreed between the Parties; and
 - (d) any other impact of the Change on the terms of the Contract.
- 5.2 The Customer shall accept or reject each proposed Change within a reasonable time.
- 5.3 There is no obligation on either Party to accept a Change unless and until the Parties have agreed in writing to all the details of the Change.

6. INVOICING & PAYMENT

- 6.1 The Customer shall pay the Supplier the Charges for the supply of the Package.
- 6.2 Unless stated otherwise amounts quoted in this Contract shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 6.3 The Charges shall be paid to the Supplier in the instalments as detailed in Schedule 1, or any Form of Extension, as appropriate.
- 6.4 The Customer shall pay each invoice within 30 days of the date of the invoice. The Supplier shall submit its invoices at least 30 days in advance of the instalments shown in schedule 1 to allow payment to be made by the Customer by the instalment date.
- 6.5 All amounts due under this Contract shall be paid by the Customer to the Supplier in full without any set-off, abatement, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may:
 - (a) charge interest on such sum from the due date for payment at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - (b) suspend supply of the Package until payment has been made in full subject to giving the Customer seven (7) days prior notice; and
 - (c) terminate the Contract in accordance with clause 10.1(a) provided that the supply of the Package has been suspended for at least fourteen (14) days.

7. LIMITATION OF LIABILITY

- 7.1 Nothing in this Contract excludes the liability of the Supplier:
- (a) for death or personal injury caused by the Supplier's negligence; or
 - (b) for fraud or fraudulent misrepresentation or wilful default; or
 - (c) for breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act; or
 - (d) any matter for which it would be unlawful to exclude or restrict liability in relation thereto.
- 7.2 Subject to clauses 7.1, the Supplier shall not in any circumstances be liable, whether in contract, law or tort for any (i) loss of profits, (ii) loss of business, (iii) depletion of reputation, goodwill or similar losses, (iv) loss of anticipated savings, (v) loss of good, (vi) loss of contract, (vii) loss of use, (viii) loss or corruption of data or information, or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 7.3 Subject to clauses 7.1, and 2 the Supplier's total liability in contract, law or tort in connection with the Contract shall be limited to 125% of the Charges paid by the Customer under the Contract in the twelve months prior to the event giving rise to the liability.
- 7.4 Except as expressly provided elsewhere within this Contract, all conditions, warranties or other terms which might have effect between the Parties or be implied into this Contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights and all other rights in the Package, or any part thereof, shall remain owned by the Supplier or any third-party rights owner.
- 8.2 The Supplier grants a personal, revocable, non-transferable, non-exclusive licence to use such Intellectual Property Rights to the extent necessary to enable the Customer to make use of the Package for the purpose and duration of the Contract.
- 8.3 The licence in clause 8.2 shall not carry the right to grant sub-licences and shall not be transferable to third parties without the Supplier's prior consent.
- 8.4 The Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors, sub-contractors or any other person to do so. The Supplier shall not be liable for any such unauthorised use.
- 8.5 If the Supplier terminates the Contract under clause 10.1, any licence granted under this clause 8 will automatically terminate.
- 8.6 The Supplier will indemnify the Customer from and against all losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with any claim or action that the possession or use of the Package (or any part thereof) infringes the Intellectual Property Rights of a third party.

9. CONFIDENTIALITY

- 9.1 Except as referred to in this clause, each Party shall, during the continuance of this Contract and after its termination, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other Party disclose to any third party, any and all Confidential Information received as a result of entering into this Contract.
- 9.2 Either Party may disclose information which would otherwise be confidential if and to the extent that:
- (a) it is required to do so by law or a regulatory or governmental body to which it is subject wherever situated;
 - (b) it considers it necessary to disclose such information to its employees, officers, representatives, advisers, affiliates, agents or subcontractors who need to know such information for the purposes of this Contract;
 - (c) under the circumstances described in sub-clause 9.2(b) the disclosing Party shall ensure that the recipient of the Confidential Information will be bound to observe terms materially equivalent to this clause 9;
 - (d) the information has come into the public domain other than as a result of a breach of this clause 9.

10. TERMINATION

- 10.1 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Contract without liability to the other if:
- (a) the other Party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
 - (b) the other Party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 The Supplier may in any event and at any time terminate this Contract by giving 90 days prior written notice to the Customer.

11. CONSEQUENCES OF TERMINATION

- 11.1 If this Contract is terminated the Parties shall take such steps as may be reasonably necessary to organise the orderly and safe conclusion of the activities affected. Such steps are to be taken with all reasonable speed and economy.
- 11.2 Upon termination of this Contract the Customer shall pay to the Supplier upon receipt of a valid invoice:
- (a) any amount of the Charges which shall have become due to the Supplier under this Contract prior to the date of termination and which remain unpaid; and
 - (b) a fair and reasonable proportion of the Charges commensurate with the services which the Supplier has performed up to

the date of termination together with reimbursement of commitments to third parties which the Supplier is unable to cancel.

11.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

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

12. SUB-CONTRACTING AND ASSIGNMENT

12.1 The Supplier shall be entitled to sub-contract the performance of the Package, or any part thereof, to any third party without the Customer's prior consent. The Supplier shall be responsible for the acts and omissions of its sub-contractors which relate to this Contract.

12.2 The Supplier may at any time assign, charge, novate, or transfer the benefit of this Contract or any of its rights under this Contract (whether or not accrued) to any third party without the Customer's consent being required.

12.3 The Customer shall not assign, charge or transfer the benefit of this Contract or any part of this Contract or any of its rights under this Contract without the prior consent of the Supplier, such consent not to be unreasonably withheld.

13. DATA PROTECTION

13.1 The Parties shall comply with the provisions of all relevant UK data protection legislation and have in place appropriate technical, security and organisational procedures and measures to protect against accidental or unlawful disclosure and against accidental loss or destruction of, or damage to personal data received, obtained, being processed by or otherwise in the possession of the Parties pursuant to this Contract. Schedule 7 applies where the Supplier stores or process personal data for the Customer under this Contract.

14. FREEDOM OF INFORMATION

14.1 The Supplier shall, at the Customer's expense, use reasonable endeavours to assist the Customer to comply with its obligations under the Freedom of Information Act 2000 ("FOIA").

14.2 If the Customer receives a request for information under the FOIA or any other applicable legislation which relates to either this Contract or the Supplier, the Customer promptly consult with the Supplier as to whether or not the requested information should be disclosed. The Customer shall take the Supplier's views into account when making a decision as to whether or not to disclose information and shall give serious consideration to whether any exemptions within the FOIA apply.

14.3 If the Customer determines that information must be disclosed, it shall notify the Supplier at least 7 days before making the disclosure.

15. FORCE MAJEURE

15.1 Neither Party shall have any liability to the other under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other Party), failure of a utility service or transport network, act of God, any epidemic or pandemic incident, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (**Force Majeure Event**).

15.2 If the Force Majeure circumstance continues for a consecutive period of 2 months or more, either Party may give notice to the other to forthwith terminate this Contract. Following termination, the provisions of clause 11 shall apply.

16. WAIVER

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

17. SEVERANCE

17.1 If any part of this Contract is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend the affected provision(s) so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such amendment is not possible, the relevant provision or part-provision shall be deemed deleted. Any amendment to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

18. ENTIRE AGREEMENT

18.1 This Contract constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

19. THIRD PARTY RIGHTS

19.1 No one other than a Party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

20. NOTICES

20.1 Any notice given to a Party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid mail or courier to the address specified in Schedule 1 or by email if so specified in Schedule 1.

20.2 Any physical notice shall be deemed to have been received when receipt is signed for. Any email notice shall be deemed to have been served when it is received on the addressee's email server.

21. DISPUTE RESOLUTION

- 21.1 If a dispute arises, the Supplier Contract Manager and Customer Contract Manager shall have fourteen (14) days to resolve the issue. After fourteen (14) days the Chief Executive Officer of each Party or their nominee shall have a further fourteen (14) days to resolve the issue before either Party can resort to any other resolution format.

22. GOVERNING LAW & JURISDICTION

- 22.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- Each Party irrevocably agrees 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 Contract or its subject matter or formation (including non-contractual disputes or claims).

To confirm their agreement with all of the above, the Parties' authorised signatories have signed below.

Signature For and on behalf of Taranto Systems Limited Name Position 	Signature For and on behalf of [insert full legal name of customer] Name Position
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SCHEDULE 1 – CONTRACT PARTICULARS

1. Initial Term: **[insert term]**
2. Go Live Date: **[insert if known – if not, see definition]**
3. Charges for the Package:

Ref.	Description	Charge	Total charge for the Initial Term	Payment terms
	[complete table]			

Payment Instalments

- [- 100% of the annual Charges for all hosting and maintenance and support Service shown in Schedule 5 upon Go-Live and upon each anniversary thereof;
- 50% of all other Charges upon commencement of the Contract or Form of Extension, as appropriate; and
- The remainder of all other the Charges upon delivery of the Equipment, supply of the Software or completion of all other Service.]

[replace the above as necessary]

4. Customer's Contract Manager details:

[insert name and address]

5. Supplier's Contract Manager details:

[insert name and address]

SCHEDULE 2 – FORM OF EXTENSION

FORM OF EXTENSION	
Contract:	Taranto Contract for the Supply of IT Equipment, Software and Services dated
Customer:	[INSERT FULL NAME OF ENTITY] , a company registered in England and Wales under company number [insert company number] whose registered office is at [full registered address]
Supplier:	Taranto Systems Limited , a company registered in England and Wales under company number 12920661, whose registered office is at A1 Methuen Park, Chippenham, Wiltshire SN14 0GT
Extension Number:	
This extension is made pursuant to the Contract dated between the Supplier and the Customer, and is effective from.....and shall be valid until.....	
1. Extended Term	
2. Package to be supplied during Extended Term:	
3. Extended Term Charges & Payment:	
4. Additional Terms:	
Signed by (authorised signatory) For and on behalf of Taranto Systems Limited Name Position 	Signed by (authorised signatory) For and on behalf of [insert customer full legal name] Name Position

SCHEDULE 3 – EQUIPMENT SPECIFICATION AND SPECIAL CONDITIONS FOR THE SUPPLY OF EQUIPMENT

EQUIPMENT SUPPLIED:

[Insert equipment being supplied. If no equipment, delete all terms and insert enter "NOT USED"]

The following special conditions shall apply, in addition to the General Terms and Conditions, to the Equipment supplied under this Contract.

1. QUANTITY AND DESCRIPTION OF THE EQUIPMENT

- 1.1 The quantity and description of the Equipment shall be as set out in the Equipment Specification above.
- 1.2 The Equipment is supplied to the Customer on an "as is" basis in order to materially comply with the Equipment Specification above, and has not been designed to the Customer's individual requirements. Accordingly, unless expressly set out in this Contract, the Supplier makes no warranties or representations, express or implied, that the Equipment is fit for the Customer's purpose.
- 1.3 The Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Supplier. The Supplier offers no other warranty in respect of the Equipment. The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance.

2. DELIVERY OF THE EQUIPMENT

- 2.1 Delivery of the Equipment shall be within a reasonable time of commencement of work on the Package. Time is not of the essence as to the delivery of the Equipment.
- 2.2 The Equipment may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 2.3 Delivery of Equipment shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 2.4 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver the Equipment. If the Supplier is prevented from carrying out delivery on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 2.5 The Customer shall be deemed to have accepted the Equipment upon delivery unless it has notified the Supplier within the timescales in paragraph 2.6.
- 2.6 The Supplier shall be responsible for any:
 - (a) damage to, or shortage in the quantity of, the Equipment, provided that the Customer notifies it to the Supplier within eight days of delivery and that the Equipment has been handled with all due care by the Customer, however the Customer shall be responsible for delivery charges to and from the nominated repair point; or
 - (b) loss in transit of the Equipment, provided that the Customer notifies it to the Supplier within eight days of the proposed delivery date.
- 2.7 The Supplier shall not in any circumstances be liable for any damage, shortage or non-delivery of Equipment (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in accordance with paragraph 2.6.
- 2.8 Any remedy under this paragraph 2 shall be limited to the replacement or repair, within a reasonable time, of any Equipment which is proven to the Supplier's satisfaction to have been lost or damaged in transit.

3. RISK & TITLE IN THE EQUIPMENT

- 3.1 The Equipment shall be at the risk of the Supplier until delivery to the Customer at the place of delivery agreed between the Parties. The Supplier shall off-load the Equipment at the Customer's risk.
- 3.2 Ownership of the Equipment shall pass to the Customer when:
 - (a) the Supplier has received in full cleared funds all sums which are or which become due to the Supplier from the Customer under this Contract; and
 - (b) delivery (including off loading) has been completed.
- 3.3 Until ownership of the Equipment has passed to the Customer under paragraph 3.2, the Customer shall:
 - (a) hold the Equipment on a fiduciary basis as the Supplier's bailee;
 - (b) store the Equipment (at no cost to the Supplier) in satisfactory conditions and so that it remains readily identifiable as the Supplier's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - (d) keep the Equipment insured on the Supplier's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Supplier, ensure that the Supplier's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 3.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 10 of the Contract arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to the Supplier on the due date.
- 3.5 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time during normal office hours to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Equipment shall be borne by the Customer.

SCHEDULE 4 – SPECIAL CONDITIONS FOR THE SUPPLY OF SOFTWARE

SOFTWARE SUPPLIED:

[Insert software being supplied. If not software, delete all terms and insert "NOT USED"]

The following special conditions shall apply, in addition to the General Terms and Conditions, to the Software supplied under this Contract.

4. SOFTWARE SUPPLIED 'AS IS'

- 4.1 The Software is supplied to the Customer on an "as is" basis in order to materially comply with the Software Specification appearing or referenced above. The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer. The Supplier makes no warranties or representations, express or implied, that the Software is fit for the Customer's purpose.

5. SOFTWARE LICENCE

- 5.1 The Customer hereby accepts an individual, revocable, non-exclusive, non-transferable licence to use the Software on the following conditions:
- (a) the Customer's use of the Software shall be restricted to use in object code form only in the manner specified in the Software Specification above;
 - (b) the Customer shall not (except to the extent permissible under applicable law or for normal operation of the Equipment) copy, reproduce, translate, reverse engineer, decompile, disassemble, adapt, vary or modify the software, nor communicate it to any third party, without the Supplier's prior written consent;
 - (c) the Customer shall not use the Software on any equipment other than the Equipment, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;
 - (d) such licence shall be terminable by the Supplier on 28 days' written notice, provided that the Supplier terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract;
 - (e) the Customer may make backup copies of the Software as may be necessary for its lawful use of the Software. The Customer shall record the number and location of all copies of the Software and take all possible steps to prevent unauthorised copying; and
 - (f) on or before the expiry of this licence, the Customer shall destroy all copies of the Software in its possession and provide written confirmation of this action to the Supplier.
- 5.2 The Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

6. SOFTWARE WARRANTIES

- 6.1 The Supplier warrants that the Software will conform in all material respects with the Software Specification for a period of 28 days from the date of this licence ("**Warranty Period**"). No other warranty is offered for the Software.
- 6.2 If, within the Warranty Period, the Customer notifies the Supplier in writing of any material failure of the Software to perform in accordance with the Software Specification, then, in full satisfaction of the failure, the Supplier shall, at the Supplier's option, do one of the following:
- (a) repair the Software;
 - (b) replace the Software; or
 - (c) terminate this licence immediately by notice in writing to the Customer and refund the portion of the Charges paid by the Customer for the Software as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

- 6.3 Paragraph 6.2 shall only apply provided such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended or used the Software outside the terms permitted by this Contract.
- 6.4 The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.
- 6.5 The Supplier reserves the right, but is not obliged to, provide the Customer with bug fixes, patches, updates and the like for the Software.

7. SOFTWARE RELATED CLAIMS

- 7.1 In relation to the Software:
- (a) nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and
 - (b) the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence contracts, terms of use and registration requirements relating to them.
- 7.2 The Supplier shall undertake, at its expense, to defend the Customer or settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Contract infringes the Intellectual Property Rights of a third party ("**Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim.
- 7.3 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier shall at its sole option and expense:
- (a) procure for the Customer the right to continue to use the Software (or any part thereof);
 - (b) modify the Software so that it ceases to be infringing;
 - (c) replace the Software with non-infringing software; or

- (d) terminate this licence immediately by notice in writing to the Customer and refund the portion of the Charges paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

SCHEDULE 5 – SERVICE SPECIFICATION

Maintenance and support Services will be delivered in accordance with the metrics set out in Schedule 6. All other Services will be deemed to have been accepted by the Customer five (5) days after completion, or five (5) days after receipt of deliverables where specific deliverables are identified in this Schedule 5. Within this five (5) days period the Customer may notify the Supplier of any material deficiency in the undertakings under this Contract, with sufficient information for the Supplier to properly investigate the matter. The Supplier shall then rectify the material deficiency within a reasonable time in full satisfaction of the matter.

CUSTOMISATION – [insert description, price, invoicing, any specific acceptance, timescale]

INTEGRATION– [insert description, price, invoicing, any specific acceptance, timescale]

IMPLEMENTATION– [insert description, price, invoicing, any specific acceptance, timescale]

T&M CONSULTANCY– [insert description, price, invoicing, any specific acceptance, timescale]

HOSTING– [insert description, price, invoicing, any specific acceptance, timescale and refer schedule 6 and 7]

MAINTENANCE AND SUPPORT– [insert description, price, invoicing, timescale and refer schedule 6]

SCHEDULE 6 – TARANTO SLA

1. GENERAL INFORMATION

- 1.1 This Schedule defines the support process and service level agreement between the Customer and the Supplier for the provision of the Package.
- 1.2 All support calls should be raised via the Supplier's support desk (further details relating to how this should be done are provided in this Schedule).
- 1.3 The Customer is entitled to utilise the following services from the Supplier:
 - a) a telephone Support Desk service between 8.30 am and 5.30pm, Monday to Friday;
 - b) service level KPIs for genuine issues raised in relation to the Package;
 - c) software bug fixes and corrections for all supported versions of the Package; and
 - d) release updates for critical issues (in some circumstances it will only be possible to resolve a software fault / issue by upgrading to a more recent version of software).
- 1.4 In addition to any services not described in this Contract, and for the avoidance of doubt, the Customer is not entitled to the following services from the Supplier:
 - a) data repair, modification or recovery;
 - b) training;
 - c) system configuration;
 - d) software corrections for unsupported versions of software;
 - e) new technology, and/or changes to Taranto Android technology or functionality; and
 - f) the redevelopment or redesign of any module because of changes in government legislation.

2. SOFTWARE RELEASE CYCLE

- 2.1 Versions of the software which are older than the currently released version will continue to be supported for 5 years. However, this does not extend to enabling the software to work on newer version of operating systems, networks and databases and should the Customer choose to change anything in this regard, an assessment will be made with respect to the implications of redevelopment.
- 2.2 Generally, releases do not require extensive training. However, where new functionality is included and a Customer requires this to be configured, training is recommended and this would be chargeable at agreed rates.

3. SUPPORT DESK

- 3.1 The Supplier's support desk exists to provide a channel for the Customer to log and resolve incidents relating to the Package
- 3.2 The Supplier's support desk shall provide functional support including the following processes:
 - a) Logging incidents into the Supplier's support call database. For the Supplier to resolve the Customer's issue, the Customer must provide as much relevant information as possible about the issue.
 - b) Generating unique reference numbers for each new incident.
 - c) Agreeing the severity of the incident with the Customer and agreeing the priority of the issue's resolution.
 - d) Reviewing the status of logs to ensure the correct priority is assigned.
 - e) Acknowledging the receipt of all e-calls and provide daily updates on critical issues.
 - f) Escalating the incident to other relevant departments within the Supplier's team, where required.
 - g) Reporting on support logs at a frequency agreed with the Customer. The detail and nature of such support will be agreed with the Customer.
 - h) Providing interactive support / remote access support (with the permission of the Customer), where required.
- 3.3 If it appears that the Customer's staff require training on specific modules or technical areas, the support desk will liaise with the Customer.
- 3.4 Where possible, the Supplier recommends that the Supplier's support desk is given permission for remote access to the Taranto Android software.
- 3.5 An incident can be logged via:
 - a) the online web portal;
 - b) email; or
 - c) telephone.
- 3.6 Before reporting an incident, the Customer shall adhere to the processes described in paragraph 3.7.
- 3.7 The following processes should be followed by the Customer prior to raising a support desk call:
 - a) collate all information relevant to the incident;
 - b) obtain a screen shot of the error message being experienced (where applicable);
 - c) document the exact steps that were undertaken prior to the error occurring (where possible);
 - d) confirm whether the issue has occurred previously;
 - e) confirm whether it affects one, some or all users;
 - f) confirm whether any new software has recently been installed;
 - g) confirm the software version details;
 - h) confirm the version details for each relevant software module; and
 - i) collate any other relevant information.
- 3.8 When an incident is logged with the Supplier's support desk, a Supplier representative will be assigned to the incident and will "own" the incident until its successful conclusion. The Customer may determine who has ownership of the incident via the Supplier's support web portal or by calling the support desk and quoting the relevant reference number. This ownership remains regardless of the escalation of the call to any other departments within the Supplier's team.
- 3.9 Following a log number being assigned, the assigned Supplier representative will make contact to confirm that the issue is being handled.
- 3.10 If the Customer does not feel that adequate progress is being made, they should utilise the escalation process described in paragraph 3.11. The Customer's must not use this process vexatiously and/or in an effort to bypass standard response times.

3.11 The escalation process is described below:

Escalation tier	Role
Tier 1 Taranto Service Desk – Technical Engineers Senior Technical Engineers	- Deal with incident triage once logged with the support function. - Own and close down issue if it is within their skill-set/sphere of knowledge. - Assign ownership of issue to Senior Technical Engineer/Service Delivery Manager if issue is not within their skill-set/sphere of knowledge.
Tier 2 Service Delivery Manager Thomas Wadsworth: thomas.wadsworth@tarantosystems.com or John Lloyd: john.lloyd@tarantosystems.com	Deal with escalations from Tier 1.
Tier 3 Client Services Director Simon Bradley simon.bradley@tarantosystems.com	Deal with escalations from Tier 2.

3.12 When an incident is closed, it is important that both the Customer and the Supplier are aware of its status. If the Supplier requests more information from the Customer and does not receive a response within 10 days, the Supplier will send a message stating that the incident will be closed within 24 hours unless the requested information is provided by the Customer.

3.13 If a patch fix is issued to the Customer, the Supplier will close the incident after the Customer confirms the patch has worked.

3.14 Support logs will only be closed through mutual agreement between the Customer and the Supplier, except in the circumstances described in paragraph 3.12.

3.15 There are several ways for the Customer to contact the Supplier's support desk:

- Telephone - **0870 010 6903**
- Email - **support@wsp.freshdesk.com**
- Web portal - <https://wsp.freshdesk.com>

3.16 The Supplier recommends the Customer logs calls as follows:

- Primarily we recommend that support logs are logged via the web-portal. This will automatically generate a support log number which will in turn be addressed by a member of the support team.
- Should the web-portal not be available for any reason, we would recommend that the second option for logging a support call is via email.
- Priority 1 logs should initially be raised by telephone.
- Should, after logging the call, the required initial response not be achieved within the stated initial response time (see section 4.2) then the call should be immediately escalated to the Support Desk Team Leader, Account Manager or Service Delivery Manager (contact details provided in 3.11).

4. SOFTWARE SERVICE MANAGEMENT & SERVICE LEVELS

4.1 When assigning a severity level, the following table shall be used as a guideline:

Priority	Severity Description	Incident Example
1	System down / unable to access data	Failure making the system unusable. Example: Problem that have an immediate impact on revenue. P1s are generally considered to be circumstances where the entire system is unavailable.
2	Time-critical business function out of action or malfunctioning or response times universally below agreed levels	Defined as partial failure with critical effect on service and with no circumvention / alternative approach suggested until resolution. Example: Problem that will in time have an impact on revenue and public perception; where not workaround is available, and some (not all) users are not able to access certain Taranto Android modules.
3	Non time-critical function out of action	Problem affecting only a minor and single element of the service provision but where there is no workaround available. Example: Problems that affects an entire team, but has no impact on revenue.

Priority	Severity Description	Incident Example
4	Non time-critical function malfunctioning	A non-revenue affecting problem where a “work around” can be utilised until fixed. Example: Problems that cause operational irritation (where a work around is in place but it requires additional steps for our users to be able to perform the task) to users, but has no impact upon revenue.
5	Enquiry – Query or request for information	Request for advice or guidance.

- 4.2 Once the Supplier and the Customer have agreed the priority level, the Supplier will endeavour to respond within the timeframes stated below:

Service Levels		
Priority	Initial response	Resolution Timeframe
1	Within 1 hour	Within 4 Hours
2	Within 4 hours	Within 8 Hours
3	Within 2 Days	Within 10 Days
4	Within 5 days	Within 15 Days
5	Within 7 days	Within 25 Days

- 4.3 The initial response is measured from the time the Supplier receives full details of an incident from the Customer and the time the Supplier acknowledges the incident with a unique reference number.
- 4.4 The resolution time is measured from the time the time the Supplier receives full details of an incident from the Customer and the time the incident is resolved.
- 4.5 Response and resolution times are only calculated during normal support hours, which excludes bank holidays and weekends.
- 4.6 It shall be noted that for anything other than an agreed priority level 1 incident, the initial response times are only committed should the incident be raised and logged up to or before 3pm on a working day. Where this has not been achieved, the measurement of the initial response shall commence from 8.30am on the following working day.
- 4.7 Response and resolution times only apply if the Customer is using supported releases of software. Response times may be longer if the Customer is using an unsupported release.
- 4.8 Response and resolution times will not begin if the Customer fails to provide the Supplier with enough information to investigate the issue. If the Supplier accepts an issue but later requests further information and/or action from the Customer, the response and resolution times will be paused until the Customer provides the requested information and/or completes the requested action.
- 4.9 Resolution is considered to have been achieved when a fix or workaround has been provided to the Customer. If a workaround is provided, a date when the issue will be fixed long term will be provided and the incident not closed until the fixed is agreed by both Parties.

5. **HARDWARE SERVICE MANAGEMENT & SERVICE LEVELS [DELETE IF NOT USED, UPDATE TERMS TO MATCH PROPOSAL IF USED]**

- 5.1 The Supplier will endeavour to respond to hardware issues within the parameters outlined below:

Priority	Severity Description	Initial Response
1	A serious problem needing immediate attention preventing operation of all devices on site(s) but not affecting the core operation.	Within 2 hours
2	A problem that affects an individual user but not the whole operation.	Within 2.5 days
3	Requests & problems that are not urgent.	Within 8 days

- 5.2 The initial response is measured from the time the Supplier receives full details of an incident from the Customer and the time the Supplier acknowledges the incident with a unique reference number.
- 5.3 The resolution time will be agreed with the Customer once the Supplier has completed an investigation of the reported issued. If a manufacturer repair is required, the device is likely to be sent to the manufacturer. The Supplier will inform the Customer if this happens.
- 5.4 Response and resolution times are only calculated during normal support hours, which excludes bank holidays and weekends.
- 5.5 It shall be noted that for anything other than an agreed priority level 1 incident, the initial response times are only committed should the incident be raised and logged up to or before 3pm on a working day. Where this has not been achieved, the measurement of the initial response shall commence from 8.30am on the following working day.
- 5.6 Response and resolution times will not begin if the Customer fails to provide the Supplier with enough information and/or (for resolution) the physical device to investigate the issue. If the Supplier accepts an issue but later requests further information and/or action from the Customer, the response and resolution times will be paused until the Customer provides the requested information and/or completes the requested action.
- 5.7 Resolution is considered to have been achieved when a fix or workaround has been provided to the Customer. If a workaround is provided, a date when the issue will be fixed long term will be provided and the incident not closed until the fixed is agreed by both Parties.

SCHEDULE 7 – DATA PROCESSING AGREEMENT

This schedule applies where the Supplier stores or processes personal data for the Customer

1 Definitions

In this Schedule:

Applicable Law	means as applicable and binding on the Customer, the Supplier and/or the Services: 1.1 any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; 1.2 the common law and laws of equity as applicable to the parties from time to time; 1.3 any binding court order, judgment or decree; or 1.4 any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Appropriate Safeguards	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
Data Controller	has the meaning given to that term (or to the term 'controller') in Data Protection Laws;
Data Processor	has the meaning given to that term (or to the term 'processor') in Data Protection Laws;
Data Protection Laws	means as applicable and binding on the Customer, the Supplier and/or the Services: 1.5 in the United Kingdom: - the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or - the GDPR, and/or any corresponding or equivalent national laws or regulations; 1.6 in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and 1.7 any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;
Data Protection Losses	means all liabilities, including all: 1.8 costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and 1.9 to the extent permitted by Applicable Law: - administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; - compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and - the reasonable 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 Data Protection Laws;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
GDPR Date	means from when the GDPR applies on 25 May 2018;
International Organisation	means an organisation and 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;
International Recipient	has the meaning given to that term in paragraph 6.1;
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 meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);
Processing Instructions	has the meaning given to that term in paragraph 2.1.1;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement;
Services	means the services to be provided under this Agreement.
Sub-Processor	means another Data Processor engaged by the Supplier for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and
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.

2 Specific interpretive provision(s)

In this Addendum:

- (a) references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable;
- (b) a reference to a law includes all subordinate legislation made under that law; and
- (c) references to "paragraph numbers" are to paragraphs of this Schedule.

3 Data processing provisions

1 Data Processor and Data Controller

- 1.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and the Supplier shall be the Data Processor.
- 1.2 the Supplier shall process Protected Data in compliance with:
 - 1.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and
 - 1.2.2 the terms of this Agreement.
- 1.3 The Customer shall comply with:
 - 1.3.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 1.3.2 the terms of this Agreement.
- 1.4 The Customer warrants, represents and undertakes, that:
 - 1.4.1 all data sourced by the Customer for use in connection with the Services, prior to such data being provided to or accessed by the Supplier for the performance of the Services under this Agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
 - 1.4.2 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
 - 1.4.3 it has undertaken due diligence in relation to the Supplier's processing operations, and it is 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; and
 - (b) the Supplier has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
- 1.5 The Customer shall not withhold, delay or condition its agreement to any Change requested by the Supplier in order to ensure the Services and the Supplier (and each Sub-Processor) can comply with Data Protection Laws.

2 Instructions and details of processing

- 2.1 Insofar as the Supplier processes Protected Data on behalf of the Customer, the Supplier:
 - 2.1.1 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 on and in accordance with the Customer's documented instructions as set out in this paragraph and (Data processing details), as updated from time to time in accordance with the Change Control Procedure (**Processing Instructions**);
 - 2.1.2 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

- 2.1.3 shall 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 1.3 and 1.4;
 - (b) to the maximum extent permitted by mandatory 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 Customer's Processing Instructions following the Customer's receipt of that information; and
 - (c) this paragraph 2.1.3 shall only apply from the GDPR Date.

2.2 The processing of Protected Data to be carried out by the Supplier under this Agreement shall comprise the processing set out in 0 (Data processing details), as may be updated from time to time in accordance with the Change Control Procedure.

3 Technical and organisational measures

- 3.1 the Supplier shall implement and maintain, at its cost and expense, the technical and organisational measures:
- 3.1.1 in relation to the processing of Protected Data by the Supplier, as set out in 0 (Technical and organisational measures); and
 - 3.1.2 from the GDPR Date, taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.
- 3.2 Any additional technical and organisational measures shall be at the Customer's cost and expense.

4 Using staff and other processors

- 4.1 the Supplier shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Customer's written authorisation of that specific Sub-Processor (such authorisation not to be unreasonably withheld, conditioned or delayed) provided that the Customer authorises the appointment of any of the Sub-Processors listed [below: **insert** OR in **insert**].
- 4.2 the Supplier shall:
- 4.2.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under paragraphs 1 to 11 (inclusive) that is enforceable by the Supplier;
 - 4.2.2 ensure each such Sub-Processor complies with all such obligations; and
 - 4.2.3 remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.
- 4.3 From the GDPR Date, 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).

5 Assistance with the Customer's compliance and Data Subject rights

- 5.1 the Supplier shall refer all Data Subject Requests it receives to the Customer within *three* Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds *insert* per *calendar month*, the Customer shall pay the Supplier's charges calculated on a time and materials basis at the Supplier's then current rates for recording and referring the Data Subject Requests in accordance with this paragraph 5.1.
- 5.2 From the GDPR Date, the Supplier shall provide such reasonable 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:
- 5.2.1 security of processing;
 - 5.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 5.2.3 prior consultation with a Supervisory Authority regarding high risk processing; and
 - 5.2.4 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's charges for providing the assistance in this paragraph 5.2, such charges to be calculated on a time and materials basis at the Supplier's then-current rates.

6 International data transfers

- 6.1 The Customer agrees that the Supplier may transfer Protected Data that is **identify data** for **insert description** purposes to countries outside the United Kingdom or to any International Organisation(s) (an **International Recipient**), provided all transfers by the Supplier of Protected Data to an International Recipient shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The provisions of this Agreement shall constitute the Customer's instructions with respect to transfers in accordance with paragraph 2.1.

7 Records, information and audit

- 7.1 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.
- 7.2 the Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate the Supplier's compliance with the obligations of Data Processors under Data Protection Laws, and allow for and contribute to audits by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
- 7.2.1 giving the Supplier reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 - 7.2.2 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
 - 7.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Supplier's business, the Sub-Processors' business and the business of other customers of the Supplier; and

- 7.2.4 paying the Supplier's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

8 Breach notification

- 8.1 In respect of any Personal Data Breach involving Protected Data, the Supplier shall, without undue delay:
- 8.1.1 notify the Customer of the Personal Data Breach; and
 - 8.1.2 provide the Customer with details of the Personal Data Breach.

9 Deletion or return of Protected Data and copies

- 9.1 the Supplier shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:
- 9.1.1 the end of the provision of the relevant Services related to processing; or
 - 9.1.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement,

and delete existing copies (unless storage of any data is required by Applicable Law and, if so, the Supplier shall inform the Customer of any such requirement).

10 Liability, indemnities and compensation claims

- 10.1 The Customer shall indemnify and keep indemnified the Supplier in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the Supplier and any Sub-Processor arising from or in connection with any:
- 10.1.1 non-compliance by the Customer with the Data Protection Laws;
 - 10.1.2 processing carried out by the Supplier or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or
 - 10.1.3 breach by the Customer of any of its obligations under paragraphs 1 to 11 (inclusive),
- except to the extent the Supplier is liable under paragraph 10.2.
- 10.2 the Supplier shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement:
- 10.2.1 only to the extent caused by the processing of Protected Data under this Agreement and directly resulting from the Supplier's breach of paragraphs 1 to 11 (inclusive); and
 - 10.2.2 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 this Agreement by the Customer (including in accordance with paragraph 2.1.3(b)).
- 10.3 If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:
- 10.3.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
 - 10.3.2 consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under this Agreement for paying the compensation.
- 10.4 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 the Supplier in accordance with paragraph 10.1.
- 10.5 This paragraph 10 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:
- 10.5.1 to the extent not permitted by Applicable Law (including Data Protection Laws); and
 - 10.5.2 that it does not affect the liability of either party to any Data Subject.

11 Survival of data protection provisions

- 11.1 Paragraphs 1 to 11 (inclusive) shall survive termination (for any reason) or expiry of this Agreement and continue:
- 11.1.1 indefinitely in the case of paragraphs 9 to 11 (inclusive); and
 - 11.1.2 until 12 months following the earlier of the termination or expiry of this Agreement in the case paragraphs 1 to 8 (inclusive),
- provided always that any termination or expiry of paragraphs 1 to 8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such paragraphs at the time of such termination or expiry.

DATA PROCESSING DETAILS

Subject-matter of processing:

[Insert]

Duration of the processing:

[Insert]

Nature and purpose of the processing:

[Insert]

Type of Personal Data:

[Insert]

Categories of Data Subjects:

[Insert]

Processing Instructions

[Insert, including any specific security measures that are required to be taken, eg encryption]

TECHNICAL AND ORGANISATIONAL MEASURES

[Insert relevant details]