



Compassly Terms & Conditions

G-Cloud 15

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Services Order Form

1. Customer details

The Customer is [company name], a company incorporated in England and Wales (registration number [registration number]) having its registered office at [address].

2. Set Up Services

[Insert implementation specifications, including any packages agreed]

3. Specification of Hosted Services

Hosted services as outlined in G-Cloud 15 specifications.

Workforce in scope: [insert total staff] across [insert workforce groups]

Commencement date: [insert commencement date]

Initial contract term: [insert term in years / months]

[Insert any further service specifications]

4. Financial provisions

Annual subscription

Core component	[insert core component]
Tiered component	[insert tiered component]
Total subscription	[insert total]

Implementation

[Insert implementation fees]

Other agreed fees

[insert other agreed fees if applicable]

5. Contractual notices

[Customer contractual notices address details]

6. Signatories

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

SIGNED BY [individual name], [job title] on, duly authorised for and on behalf of Tefogo Ltd:

.....

SIGNED BY [individual name], [job title] on, duly authorised for and on behalf of [Customer name]:

.....

Terms and Conditions

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

1. Definitions

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

"Access Credentials" means the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the User Interface and access credentials for the API;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

"API" means the application programming interface for the Hosted Services defined by the Provider and made available by the Provider to the Customer;

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

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

"Charges" means the following amounts:

- (a) the amounts specified in Section 4 of the Services Order Form;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of the Agreement) by the time spent by the Provider's personnel performing the Support Services (rounded down by the Provider to the nearest quarter hour);

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Customer" means the person or entity identified as such in Section 1 of the Services Order Form;

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data;

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

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

"Customer Indemnity Event" has the meaning given to it in Clause 18.3;

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

"Data Protection Laws" means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

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

"Effective Date" means the date upon which the parties execute a hard-copy Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website, the date upon which the Provider sends to the Customer an order confirmation;

"EU GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

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

"Hosted Services" means Compassly, as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with these Terms and Conditions;

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

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Section 3 of the Services Order Form and in the Documentation;

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

"Minimum Term" means, in respect of the Agreement, the period of 12 months beginning on the Effective Date;

"Mobile App" means the mobile application known as Compassly that is made available by the Provider through the *Google Play Store* and the *Apple App Store*;

"Personal Data" means personal data under any of the Data Protection Laws;

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

"Provider" means Tefogo Ltd, a company incorporated in England and Wales (registration number 12843582) having its registered office at 71-75 Shelton Street, London, WC2H 9JQ;

"Provider Indemnity Event" has the meaning given to it in Clause 18.1;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

"Services Order Form" means an online order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Set Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with Section 2 of the Services Order Form;

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

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari;

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

"Terms and Conditions" means all the documentation containing the provisions of the Agreement, namely the Services Order Form, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time;

"Third Party Services" means any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Hosted Services by the Provider from time to time in circumstances where the Customer must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider;

"**UK GDPR**" means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time; and

"**User Interface**" means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

2. Term

- 2.1 The Agreement shall come into force upon the Effective Date.
- 2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 21 or any other provision of these Terms and Conditions.
- 2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.

3. Set Up Services

- 3.1 The Provider shall provide the Set Up Services to the Customer.
- 3.2 The Provider shall use all reasonable endeavours to ensure that the Set Up Services are provided in accordance with the timetable set out in Section 2 of the Services Order Form.
- 3.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 19.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms and Conditions.
- 3.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider.

4. Hosted Services

- 4.1 The Provider shall provide, or shall ensure that the Platform will provide, to the Customer upon the completion of the Set Up Services the Access Credentials necessary to enable the Customer to access and use the Hosted Services.
- 4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services for the internal business purposes of the Customer in accordance with the Documentation during the Term.
- 4.3 The licence granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:
 - (a) the User Interface may only be used through a Supported Web Browser or the Mobile App;
 - (b) the User Interface may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer; and
 - (c) the User Interface must not be used by more than the number of authorised users within the workforce scope specified in the Services Order Form

- 4.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Hosted Services;
 - (b) the Customer must not permit any unauthorised person or application to access or use the Hosted Services;
 - (c) the Customer must not use the Hosted Services to provide services to third parties;
 - (d) the Customer must not republish or redistribute any content or material from the Hosted Services;
 - (e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
 - (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services .
- 4.5 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services by means of the Access Credentials.
- 4.6 The parties acknowledge and agree that Schedule 2 (Availability SLA) shall govern the availability of the Hosted Services.
- 4.7 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of the Access Credentials comply with Schedule 1 (Acceptable Use Policy).
- 4.8 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.9 The Customer must not use the Hosted Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by the Provider to its other customers using the Platform; and the Customer acknowledges that the Provider may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.
- 4.10 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. Scheduled maintenance

- 5.1 The Provider may from time to time suspend the Hosted Services for the purposes of scheduled maintenance to the Platform, providing that such scheduled maintenance must be carried out in accordance with this Clause 5.
- 5.2 The Provider shall where practicable give to the Customer at least 5 Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services or have a material negative impact upon the Hosted Services.
- 5.3 The Provider shall ensure that all scheduled maintenance is carried out outside Business Hours.
- 5.4 The Provider shall ensure that, during each calendar month, the aggregate period during which the Hosted Services are unavailable as a result of scheduled maintenance, or negatively affected by scheduled maintenance to a material degree, does not exceed 10 hours.

6. Support Services

- 6.1 The Provider shall provide the Support Services to the Customer during the Term.
- 6.2 The Provider shall provide the Support Services with reasonable skill and care.
- 6.3 The Provider shall provide the Support Services in accordance with Schedule 3 (Support SLA).
- 6.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

7. Customer obligations

- 7.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:
 - (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permits,as are reasonably necessary to enable the Provider to perform its obligations under the Agreement.
- 7.2 The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under the Agreement.

8. Customer Data

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

- 8.2 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 8.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.
- 8.4 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 8.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

9. Integrations with Third Party Services

- 9.1 The Hosted Services are integrated with certain Third Party Services; and the Provider may integrate the Hosted Services with additional Third Party Services at any time.
- 9.2 Notwithstanding the presence of any Third Party Services integration, particular Third Party Services shall only be activated with respect to the Hosted Services account of the Customer by:
- (a) the Customer; or
 - (b) the Provider with the prior written agreement of the Customer.
- 9.3 The Provider shall use reasonable endeavours to maintain any integration with Third Party Services that has been activated with respect to the Hosted Services account of the Customer. Subject to this, the Provider may remove, suspend, deactivate or limit any Third Party Services integration at any time in its sole discretion.
- 9.4 The supply of Third Party Services shall be under a separate contract or arrangement between the Customer and the relevant third party. The Provider does not contract to supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be payable by the Customer to the relevant third party in respect of the use of Third Party Services.
- 9.5 The Customer acknowledges and agrees that:
- (a) the activation of Third Party Services with respect to the Hosted Services account of the Customer may result in the transfer of Customer Data and/or Customer Personal Data from the Hosted Services to the relevant Third Party Services and vice versa;
 - (b) the Provider has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or Customer Personal Data by any provider of Third Party Services;
 - (c) the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Personal Data to, and use of Customer Personal Data by, a provider of Third Party Services is lawful; and
 - (d) the Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put the Provider in breach of any applicable laws.

- 9.6 Additional Charges may be payable by the Customer to the Provider in respect of the activation and/or use of a Third Party Services integration, as set out in the Services Order Form.
- 9.7 Subject to Clause 19.1:
- (a) the Provider gives no guarantees, warranties or representations in respect of any Third Party Services; and
 - (b) the Provider shall not be liable to the Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

10. Mobile App

- 10.1 The Provider may make available a mobile application (the Mobile App) as an additional means of accessing the Hosted Services.
- 10.2 The Hosted Services constitute the core service provided under the Agreement. The Mobile App is provided as a supplementary access method only, and the Provider does not warrant that all features of the Hosted Services will be available through the Mobile App at all times.
- 10.3 The availability of the Mobile App is dependent upon third-party platforms and services, including but not limited to the Apple App Store and Google Play Store. The Provider shall not be responsible for any unavailability, suspension, withdrawal or restriction of the Mobile App resulting from the acts or omissions of such third parties, provided that the Hosted Services remain available in accordance with the Agreement via supported web browsers.
- 10.4 Use of the Mobile App is subject to the applicable terms and conditions imposed by the relevant third-party platform provider. The Provider shall not be responsible for any changes to, or enforcement of, such third-party terms.
- 10.5 The Provider may from time-to-time release updates to the Mobile App and may require the Customer and its Authorised Users to install such updates as a condition of continued use of the Mobile App.
- 10.6 The Provider does not warrant that the Mobile App will be compatible with all devices, operating systems or versions thereof, and may discontinue support for older versions where reasonably necessary for security, performance or maintenance reasons.
- 10.7 Any suspension or unavailability of the Mobile App in accordance with this Clause 10 shall not, of itself, constitute a breach of the Agreement, provided that the Provider continues to make the Hosted Services available in accordance with the Agreement.

11. No assignment of Intellectual Property Rights

- 11.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

12. Charges

- 12.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.
- 12.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer

shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 12.2.

- 12.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 12.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 5% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 12.4 (or, if no such variation has occurred, since the date of execution of the Agreement), in the Consumer Prices Index including Owner Occupiers' Housing costs (CPIH) published by the UK Office for National Statistics.

13. Payments

- 13.1 The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in Section 4 of the Services Order Form.
- 13.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 13.
- 13.3 The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Customer from time to time).
- 13.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:
- (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

14. Provider's confidentiality obligations

- 14.1 The Provider must:
- (a) keep the Customer Confidential Information strictly confidential;
 - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
 - (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and
 - (d) act in good faith at all times in relation to the Customer Confidential Information.
- 14.2 Notwithstanding Clause 14.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the

Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

14.3 This Clause 14 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or
- (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

14.4 The restrictions in this Clause 14 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

14.5 The provisions of this Clause 14 shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.

15. Data protection

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

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

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

- (a) the Personal Data of data subjects falling within the categories specified in Section 1 of Schedule 4 (Data processing information) (or such other categories as may be agreed by the parties in writing); and
- (b) Personal Data of the types specified in Section 2 of Schedule 4 (Data processing information) (or such other types as may be agreed by the parties in writing).

15.4 The Provider shall only process the Customer Personal Data for the purposes specified in Section 3 of Schedule 4 (Data processing information).

15.5 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 15.

15.6 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

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

- (a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities in the UK;

- (b) the Provider may transfer the Customer Personal Data to its third party processors in the jurisdictions identified in Section 4 of Schedule 4 (Data processing information) and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and
 - (c) the Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
- 15.8 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 15.9 Notwithstanding any other provision of the Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 15.10 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 15.11 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data
- 15.12 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to the Provider, providing that such notice must be given within the period of 7 days following the date that the Provider informed the Customer of the intended changes. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 15.
- 15.13 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties, and third parties within the categories, identified in Section 4 of Schedule 4 (Data processing information).
- 15.14 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 15.15 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 15.15.
- 15.16 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after the Provider becomes aware of the breach.
- 15.17 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 15 and the Data Protection Laws. The Provider may

charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 15.17, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

- 15.18 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 15.19 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 15. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 15.19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of the Agreement or any security breach affecting the systems of the Provider.
- 15.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

16. Warranties

- 16.1 The Provider warrants to the Customer that:
- (a) the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
 - (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and
 - (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.
- 16.2 The Provider warrants to the Customer that:
- (a) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
 - (b) the Hosted Services will be free from Hosted Services Defects;
 - (c) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - (d) the Platform will incorporate security features reflecting the requirements of good industry practice.
- 16.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under English law.

- 16.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 16.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:
- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - (b) procure for the Customer the right to use the Hosted Services in accordance with these Terms and Conditions.
- 16.6 The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.
- 16.7 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

17. Acknowledgements and warranty limitations

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

18. Indemnities

- 18.1 The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Provider of these Terms and Conditions (a "**Provider Indemnity Event**").
- 18.2 The Customer must:
- (a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;

- (b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
- (c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
- (d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

and the Provider's obligation to indemnify the Customer under Clause 18.1 shall not apply unless the Customer complies with the requirements of this Clause 18.2.

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

18.4 The Provider must:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and
- (d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

without prejudice to the Customer's obligations under Clause 18.3.

18.5 The indemnity protection set out in this Clause 18 shall be subject to the limitations and exclusions of liability set out in the Agreement.

19. Limitations and exclusions of liability

19.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

19.2 The limitations and exclusions of liability set out in this Clause 19 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 19.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and

for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

- 19.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 19.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.
- 19.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.
- 19.6 Neither party shall be liable to the other party in respect of any loss of use or production.
- 19.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.
- 19.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software; providing that this Clause 19.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 8.3 and Clause 8.4.
- 19.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 19.10 The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the greater of:
- (a) £5,000; and
 - (b) the total amount paid and payable by the Customer to the Provider under the Agreement in the 12 month period preceding the commencement of the event or events.
- 19.11 The aggregate liability of each party to the other party under the Agreement shall not exceed the greater of:
- (a) £10,000; and
 - (b) the total amount paid and payable by the Customer to the Provider under the Agreement.

20. Force Majeure Event

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

21. Termination

- 21.1 Either party may terminate the Agreement by giving to the other party not less than 90 days' written notice of termination, expiring after the end of the Minimum Term.
- 21.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of the Agreement, and the breach is not remediable;
- (b) the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).

21.3 Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

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

- (a) any amount due to be paid by the Customer to the Provider under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 21.4.

21.5 The rights of termination set out in the Agreement shall not exclude any rights of termination available at law.

22. Effects of termination

22.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to

have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.11, 9.7, 10, 13.2, 13.4, 14, 15, 18, 19, 22, 25, 26, 27, 28, 29.1, 29.2, 30, 31 and 32.

22.2 Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Agreement shall not affect the accrued rights of either party.

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

- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
- (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement,

without prejudice to the parties' other legal rights.

23. Notices

23.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 5 of the Services Order Form and Clause 23.2):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
- (c) delivered by electronic mail, providing such notice is acknowledged by the other party,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

23.2 The Provider's contact details for notices under this Clause 23 are as follows: info@compassly.com, or as the Registered Address.

23.3 The addressee and contact details set out in Section 5 of the Services Order Form and Clause 23.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 23.

24. Subcontracting

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

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

24.3 Notwithstanding the provisions of this Clause 24 but subject to any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

25. Assignment

- 25.1 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under these Terms and Conditions.
- 25.2 Save to the extent expressly permitted by applicable law, the Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Provider.

26. No waivers

- 26.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 26.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

27. Severability

- 27.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 27.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

28. Third party rights

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

29. Variation

- 29.1 The Agreement may not be varied except in accordance with this Clause 29.
- 29.2 The Agreement may be varied by means of a written document signed by or on behalf of each party.
- 29.3 The Provider may vary the Agreement by giving to the Customer at least 30 days' written notice of the proposed variation, providing that if the Provider gives to the Customer a notice under this Clause 29.3, the Customer shall have the right to terminate the Agreement by giving written notice of termination to the Provider at any time during the period of 14 days following receipt of the Provider's notice.

30. Entire agreement

- 30.1 The Services Order Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 30.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.
- 30.3 The provisions of this Clause 30 are subject to Clause 19.1.

31. Law and jurisdiction

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

32. Interpretation

- 32.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 32.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 32.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 32.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Schedule 1 (Acceptable Use Policy)

1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at compassly.com, any successor website, and the services available on that website or any successor website (the "**Services**"); and
 - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Tefogo Ltd (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.
- 1.5 You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or

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

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) constitute a breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) constitute a breach of official secrets legislation; or
 - (k) constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

- 4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question.
- 4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.
- 4.3 Content must not be pornographic or sexually explicit.

5. Factual accuracy

- 5.1 Content must not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Etiquette

- 6.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 6.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 6.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 6.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 6.5 You must not use the Services for the purpose of deliberately upsetting or offending others.
- 6.6 You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 6.7 You must ensure that Content does not duplicate other content available through the Services.
- 6.8 You must ensure that Content is appropriately categorised.
- 6.9 You should use appropriate and informative titles for all Content.
- 6.10 You must at all times be courteous and polite to other users of the Services.

7. Marketing and spam

- 7.1 You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 7.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam – which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 7.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.
- 7.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 7.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

8. Regulated businesses

- 8.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.
- 8.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.
- 8.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

9. Monitoring

- 9.1 You acknowledge that we may actively monitor the Content and the use of the Services.

10. Data mining

- 10.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

11. Hyperlinks

- 11.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

12. Harmful software

- 12.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 12.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

Schedule 2 (Availability SLA)

1. Introduction to availability SLA

- 1.1 This Schedule 2 sets out the Provider's availability commitments relating to the Hosted Services.
- 1.2 In this Schedule 2, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the hosting services provider for the Hosted Services.

2. Availability

- 2.1 The Provider shall use all reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99.5% during each calendar month.
- 2.2 The Provider shall be responsible for measuring uptime, and shall do so using any reasonable methodology.

3. Service credits

- 3.1 In respect of each calendar month during which the Hosted Services uptime is less than the commitment specified in Section 2.1, the Customer shall earn service credits in accordance with the provisions of this Section 3.
- 3.2 The service credits earned by the Customer shall be as follows:

Availability within any one monthly measurement period	Refund as a percentage of the subscription fees for the relevant monthly measurement period
>=99.0%	0%
98.0% – 98.9%	1%
97.0% – 97.9%	2%
96.0% – 96.9%	3%
95.0% – 95.9%	4%
<95%	5%

- 3.3 The Provider shall deduct an amount equal to the service credits due to the Customer under this Section 3 from amounts invoiced in respect of the Charges for the Hosted Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the uptime commitment, until such time as the service credits are exhausted.
- 3.4 Service credits shall be the sole remedy of the Customer in relation to any failure by the Provider to meet the uptime guarantee in Section 2.1, except where the failure amounts to a material breach of the Agreement.
- 3.5 Upon the termination of the Agreement, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by the Provider in respect of Hosted Services following such termination.

4. Exceptions

- 4.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee given in Section 2.1:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Provider's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between the Provider and that company;
 - (d) a fault or failure of the Customer's computer systems or networks;
 - (e) any breach by the Customer of the Agreement; or
 - (f) scheduled maintenance carried out in accordance with the Agreement.

Schedule 3 (Support SLA)

1. Introduction

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

2. Helpdesk

- 2.1 The Provider shall make available to the Customer a helpdesk.
- 2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 2.3 The Provider shall ensure that the helpdesk is accessible by telephone and email, and other similar methods as the Provider may introduce from time to time.
- 2.4 The Provider shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term.
- 2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

- 3.1 Issues raised through the Support Services shall be categorised as follows:
- (a) P1 Critical: the Hosted Services are inoperable or a core function of the Hosted Services is unavailable;
 - (b) P2: Serious: a core function of the Hosted Services is significantly impaired;
 - (c) P3: Moderate: a core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Hosted Services is significantly impaired;
 - (d) P4: Minor: any impairment of the Hosted Services not falling into the above categories; and
 - (e) P5 Backlog: any cosmetic issues or other impairments that do not affect the use of the Hosted Services.
- 3.2 The Provider shall determine, acting reasonably, into which severity category an issue falls.
- 3.3 The Provider shall use reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:
- (a) P1 Critical: 2 Business Hours;
 - (b) P2 Serious: 8 Business Hours;
 - (c) P3 Moderate: 16 Business Hours; and
 - (d) P4 Minor: 3 Business Days; and
 - (e) P5 Backlog: 5 Business Days.
- 3.4 The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

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

- (a) P1 Critical: 2 Business Days (server-related) or 5 Business Days (app-related¹);
- (b) P2 Serious: 5 Business Days;
- (c) P3 Moderate: 10 Business Days;
- (d) P4 Minor: 15 Business Days;
- (e) P5 Backlog: No timeline commitment.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

5.1 The Charges for the Hosted Services include up to 20 hours of Support Services performed by the Provider's personnel in any calendar month.

5.2 Where the Provider reasonably anticipates that the total hours of Support Services in a given calendar month are likely to exceed the threshold specified in Clause 5.1, the Provider shall notify the Customer in advance.

5.3 If the total hours spent by the personnel of the Provider performing the Support Services during any calendar month exceed the threshold specified in Clause 5.1, then:

- (a) the Provider will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and
- (b) the Provider may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Charges.

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

- (a) the improper use of the Hosted Services by the Customer; or
- (b) any alteration to the Hosted Services made without the prior consent of the Provider.

¹ Resolutions that require the publishing a new version of the application in the Apple App Store or Android Google Play are subject to the timescales for the app to be reviewed by those organisations.

Schedule 4 (Data processing information)

1. Categories of data subject

- The Authorised Users of the Customer

2. Types of Personal Data

- Identification data relating directly to Authorised Users, including first name and surname, email address(es), phone number(s), profile picture
- Identification data indirectly relating to Authorised Users in their role as Employees of the Customer, including job titles, competency assessments and evidence uploaded
- Audits and logs relating to use of the Service, including technical profiles and IP addresses of devices used to access the Service
- Any interaction Authorised Users have carried out with the Provider in relation to the provision of the Service, including emails, support tickets, surveys etc

3. Purposes of processing

- To permit Data Subjects to access and use the Provider service
- To deliver, maintain and improve the Provider service on behalf of the Customer, including tracking and reporting data subjects' activity inside the Provider service (where possible by first anonymising such data) for analytics purposes.
- To enhance the safety and security of the Provider services on behalf of the Customer – using device, technical profile and IP address, usage and other information to detect any unusual patterns and prevent any security breaches

4. Sub-processors of Personal Data

- Compassly is hosted on Amazon Web Services (AWS), and for certain features (such as reporting with the AWS QuickSight Business Intelligence platform), AWS will act as a sub-processor
- At the time of publication, there are no authorised international third country (extra-EEA/UK) transfers to sub-processors