
CONNECTED SAFETY NET LIMITED (UK)
SAAS AND SUPPORT SERVICES AGREEMENT

THIS AGREEMENT IS MADE ON **INSERT DATE BETWEEN**

- (1) CONNECTED SAFETY NET LIMITED**, a company incorporated in United Kingdom with Companies House registration no. 12323322, whose registered office address is at 309 High Road, Benfleet, Essex, United Kingdom, SS7 5HA, ("**Supplier**").
- (2) **INSERT CUSTOMER NAME****, a company incorporated in United Kingdom with Companies House registration no. **INSERT NUMBER**, whose registered office address is at **INSERT ADDRESS** ("**Customer**").

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. INTERPRETATION

- "Agreement" means the contract formed between the Customer and the Supplier in accordance with Clause 2.
- "Authorised Users" means employees, agents, and independent contractors of the Customer authorised by the Customer to use the Services and Documentation as further described in Clause 3.
- "Business Day" means a day other than a Saturday, Sunday, or public holiday in the United Kingdom when banks in London are open for business.
- "Confidential Information" means information that is proprietary or confidential, including information identified as such in Clause 8.
- "Customer Data" means data inputted by the Customer, Authorised Users, or the Supplier on behalf of the Customer for the purpose of using the Services.
- "Data Protection Legislation" means the UK Data Protection Act 2018, the General Data Protection Regulation (UK GDPR), and any other applicable UK data protection laws.
- "Documentation" means documents made available by the Supplier to the Customer, including user manuals, videos, and instructional materials.
- "Initial Subscription Term" means the initial term of the Agreement as specified in the Order Form.
- "Order Form" means the document entered into between the Supplier and the Customer specifying details of the Services, pricing, and other particulars.
- "Subscription Fees" means fees payable by the Customer to the Supplier for the User Subscriptions as set out in the Order Form.
- "Subscription Term" means the Initial Subscription Term together with any subsequent renewal periods.
- "Material Service Failure" means a failure by the Supplier to make the core Subscription Services available to the Customer for a continuous period of more than five (5) consecutive Business Days, excluding (a) planned maintenance;

(b) emergency maintenance; (c) outages caused by third-party infrastructure (including cloud providers) or internet service providers, or (d) any event outside the Supplier's reasonable control.

"Contract Start Date" will be **INSERT DATE**

1.2 Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.

1.3 References to laws or statutory provisions are references to UK laws as in force at the time.

2. FORMATION OF CONTRACT

2.1 Each Order Form entered into by the Customer and the Supplier forms a separate Agreement, incorporating these terms and any additional policies referenced.

2.2 In the event of a conflict, the following order of priority shall prevail:

- (a) The Order Form;
- (b) These Terms and Conditions (contract);
- (c) Any referenced policies.

2.3 Notwithstanding Clause 2.2, no Order Form shall permit termination for convenience unless expressly agreed in writing and signed by both parties.

3. USER SUBSCRIPTIONS

3.1 The Supplier grants the Customer a non-exclusive, non-transferable right to allow Authorised Users to use the Services and Documentation during the Subscription Term for internal business operations.

3.2 The Customer shall ensure:

- (a) Authorised Users do not exceed the purchased subscriptions;
- (b) Secure access credentials are maintained;
- (c) Compliance with the restrictions outlined in this Agreement.

3.3 The Supplier reserves the right to audit usage to ensure compliance.

3.4 As part of the account setup process, users will be provided with generic passwords for initial system access. To ensure account security all users are required to: (a) Change the generic password immediately upon first login to a strong, unique password known only to them; (b) Keep login credentials confidential and refrain from sharing them with anyone; (c) Inform the Supplier promptly if unauthorised access is suspected or if login credentials are believed to have been compromised. Please note

that once access credentials are issued, it is the Customer's responsibility to protect and manage them securely. The Supplier cannot be held liable for any misuse or unauthorised access resulting from shared or improperly protected credentials.

4. DATA PROTECTION AND SECURITY

4.1 Both parties shall comply with applicable Data Protection Laws, including the UK Data Protection Act 2018 and UK GDPR.

4.2 Customer Data may only be transferred outside the UK with appropriate safeguards in place as required by the UK GDPR.

4.3 The Supplier will implement reasonable security measures to protect Customer Data and will notify the Customer promptly in the event of a data breach.

4.4 Data Backup

(a) The Supplier utilises Microsoft Azure servers for data storage, renowned for their industry-leading data protection protocols and comprehensive backup policies.

(b) Microsoft Azure's backup policy encompasses:

(i) Geo-redundant storage to ensure resilience against regional failures;

(ii) Encrypted backups during both transit and storage;

(iii) Defined retention policies to guarantee recovery points for a predetermined duration;

(iv) Automated backup scheduling and proactive monitoring;

(v) Routine validation and testing of backup data to ensure restoration integrity.

(c) The Supplier conducts quarterly testing of backup and restoration processes to validate reliability and operational readiness.

(d) The Customer is entitled to request a monthly data backup for their records.

4.5 Data Ownership and Transferability

(a) The Customer shall retain ownership of all Customer Data at all times, including during and after the termination of this Agreement.

(b) Upon termination of this Agreement or at any time upon the Customer's written request, the Supplier shall provide a full, unencrypted copy of all Customer Data in a commonly used format, such as CSV or Excel, at no additional cost to the Customer.

(c) The Supplier shall ensure that all Customer Data is securely deleted from its systems within 30 days following confirmation of successful data transfer, unless otherwise required by applicable law.

(d) The Supplier shall not retain, use, or disclose Customer Data for any purpose other than performing the agreed-upon services or as required by law.

5. SUPPORT SERVICES

5.1 The Supplier shall provide technical and User support services during the hours of 9:00 AM to 5:00 PM, Monday through Friday, excluding UK public holidays.

5.2 Support services shall include:

(a) Assistance in troubleshooting and resolving issues related to the Services;

(b) Deployment of updates and patches necessary to maintain operational efficiency and data integrity.

5.3 Support requests must be raised through the Supplier's designated support channels.

6. TERMINATION

6.1 Except as expressly set out in this Clause 6, neither party may terminate this Agreement during the Initial Subscription Term or any Renewal Period for convenience.

6.2 The Customer may terminate this Agreement only if the Supplier commits a material breach of this Agreement which is incapable of remedy, or which remains unremedied for thirty (30) days after the Supplier has received written notice specifying the breach and requiring it to be remedied.

6.3 The Customer may terminate this Agreement only if a Material Service Failure occurs and remains unremedied for thirty (30) days following written notice specifying the failure and requiring it to be remedied.

6.4 The Supplier may terminate this Agreement immediately by written notice if the Customer: (a) commits a material breach of this Agreement which is incapable of remedy or (b) fails to remedy a material breach within thirty (30) days of written notice; or (c) fails to pay any undisputed amount due under this Agreement within thirty (30) days of the due date.

6.5 For the avoidance of doubt, the Customer shall not be entitled to terminate this Agreement for convenience, commercial reasons, change of strategy, or budgetary reasons during the Initial Subscription Term or any Renewal Period.

6.6 Termination of this Agreement for any reason shall not affect: (a) any accrued rights or liabilities of either party; or (b) the Customer's obligation to pay all Fees due and payable up to the effective date of termination. Where this Agreement is

terminated due to the Customer's breach, the Customer shall also pay all remaining Fees due for the remainder of the Initial Subscription Term and any active Renewal Period (as applicable), which shall become immediately due and payable.

7. PAYMENT TERMS

- 7.1 The Customer shall remit Monthly Fees for Hosting Charges and Support in advance in accordance with the Order Form against Supplier's invoice at the start of each month.
- 7.2 All payments shall be made in GBP (£) unless otherwise specified in the Order Form.
- 7.3 Value-Added Tax (VAT) shall apply to all invoices, in compliance with UK VAT regulations.
- 7.4 All payments shall be made to CSN's nominated bank account(s) as notified to the Customer in writing from time to time.
- 7.5 The Supplier reserves the right to suspend or terminate access to the Services for overdue payments exceeding 30 days.
- 7.6 Except Configuration charges (One Time Cost) and licenses Fee (which need to be paid by Customer annually in advance, remaining all support and Hosting charges invoices will be issued in advance) as per attached Order Form.

8. INSURANCE AND CONFIDENTIALITY

8.1 The Supplier is maintaining the Insurance Compliance to safeguard customer for any unforeseen losses as per following risk covered:

- (a) Professional Indemnity: £1,000,000;
- (b) Breach of Contract: £1,000,000;
- (c) Network Security & Privacy Liability: £1,000,000;
- (d) Dependent Business Interruption: £1,000,000;
- (e) Employer Liability: £10,000,000;
- (f) Public Liability: £5,000,000;
- (g) Product Liability: £5,000,000.

8.2 Confidentiality Compliance

- (a) Both parties shall adhere to applicable confidentiality obligations as mandated by the UK Data Protection Act 2018 and other pertinent UK regulations.
- (b) Confidential Information shall be disclosed only to personnel or agents requiring such access for legitimate purposes and who are bound by confidentiality agreements.
- (c) Upon termination of this Agreement, the disclosing party may demand the return or destruction of all Confidential Information.
- (d) Any unauthorised disclosure or use of Confidential Information must be promptly reported to the disclosing party.
- (e) The confidentiality obligations outlined herein shall survive the termination of this Agreement.

9. POWER BI LICENSES

9.1 If required, CSN will purchase the Power BI license and invoice to customer.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any disputes arising from or in connection with this Agreement shall be resolved through arbitration at the London Court of International Arbitration (LCIA), in accordance with its rules. The arbitration proceedings shall be conducted in English.

11. FORCE MAJURE

The Supplier shall not be liable for failure to perform its obligations due to acts of God, government actions, or other circumstances beyond its reasonable control, including compliance with UK laws and regulations.

This Agreement has been entered into on the date stated at the beginning of it.

Executed by **INSERT CUSTOMER NAME** acting by a director authorised to sign

Name:

Designation:

Date:

Signature:

Executed by **CONNECTED SAFETY NET LIMITED (UK)** acting by a director authorised to sign

Name:

Designation:

Date:

Signature: