DATE: XXXXXXXX

ABSOLUTE PAYMENT SOLUTIONS LIMITED

and

CLIENT FULL BUSINESS NAME HERE

ABSOLUTE PAYMENT SOLUTIONS LIMITED

SERVICE PROVISION AGREEMENT

Private & Confidential

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This Agreement is dated DATE HERE

PARTIES

(1) ABSOLUTE PAYMENT SOLUTIONS Limited incorporated and registered in England and Wales with company number 11424003 whose registered office is at The Deep Business Centre, Tower St, Hull HU1 4BG (**ABSOLUTE PAYMENT SOLUTIONS**).

(2) CLIENT NAME HERE, incorporated and registered in England and Wales with company number CLIENTS REGISTRATION NUMBER whose registered office is at: CLIENT ADDRESS3, (**Client**).

BACKGROUND

(A) ABSOLUTE PAYMENT SOLUTIONS has developed and provides a service consisting of internet access to application software at its remote computer location for the purpose of providing the ABSOLUTE PAYMENT SOLUTIONS Services (as defined below).

(B) The Client wishes to use ABSOLUTE PAYMENT SOLUTIONS service in its business operations.

(C) ABSOLUTE PAYMENT SOLUTIONS has agreed to provide, and the Client has agreed to take and pay for ABSOLUTE PAYMENT SOLUTIONS service subject to the terms and conditions of this Agreement.

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"ABSOLUTE PAYMENT SOLUTIONS Account Team"

the individuals appointed by ABSOLUTE PAYMENT SOLUTIONS from time to time who shall serve as the Client's primary contacts for the Client's activities under this Agreement.

"ABSOLUTE PAYMENT SOLUTIONS Project Manager"

the member of ABSOLUTE PAYMENT SOLUTIONS Account Team appointed in accordance with clause 2. ABSOLUTE PAYMENT SOLUTIONS Project Manager at the Effective Date is named in Schedule 2.

"ABSOLUTE PAYMENT SOLUTIONS Services"

the payment service offered through the Access Services to Users.

"Access Services"

the services that ABSOLUTE PAYMENT SOLUTIONS provides to allow Users to access and use the Software, including hosting set-up and ongoing services, as described in Schedule 4.

"APS Portal"

ABSOLUTE PAYMENT SOLUTIONS payment suite for Direct Debits and Card Payments.

"**Best Industry Practice**"

means in relation to any undertaking and any circumstances, the highest degree of professionalism, skill, diligence, prudence, and foresight which would be expected from a nationally recognised and market leading company engaged in the same type of activity under the same or similar circumstances, and which

is best in class.

"Client Account Team"

the individuals appointed by the Client from time to time who shall serve as ABSOLUTE PAYMENT SOLUTIONS primary contacts for Absolute Payment Solutions activities under this Agreement. The initial members of Client Account Team are listed in Schedule 2.

"Client's Project Manager"

the member of the Client Account Team appointed in accordance with clause 7.1.5;

"Confidential Information"

information obtained from the other party pursuant to this Agreement of a confidential nature whether or not indicated as such and including without limitation the Customer Data.

"Configuration Services"

the configuration and related work referred to in clause 2 and Schedule 3, to be performed by ABSOLUTE PAYMENT SOLUTIONS to configure the Software so that the Software conforms with the Software Specification.

"Customer Data"

the data inputted into the information fields of the Software by the Client, by Users, or by ABSOLUTE PAYMENT SOLUTIONS on the Client's behalf.

"Customer Personal Data"

any Customer Data which is personal data (as defined by Data Protection Laws).

"Data Protection Laws"

a) Any laws applicable to any Customer Personal Data in respect of which ABSOLUTE PAYMENT SOLUTIONS and the Client is from time-to-time subject including, without limitation, the Data Protection Act 2018, and the UK GDPR; and

b) any other applicable law with respect to Customer Personal Data in respect of which any ABSOLUTE PAYMENT SOLUTIONS and the Client is subject.

"Deliverable"

a defined level of functionality or other preset milestone within a particular phase of the Configuration Services.

"Effective date"

the date of this Agreement.

"Fees"

the fees payable to ABSOLUTE PAYMENT SOLUTIONS, as described in Schedule 1.

"Maintenance and Support"

any error corrections, updates and upgrades that ABSOLUTE PAYMENT SOLUTIONS may provide or perform with respect to the Software and Access Services, as well as any other support or training services provided to the Client under this Agreement.

"Malicious Code"

means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information (including all viruses, worms, trojan horses, spyware, logic bombs and similar files, scripts, agents, things or devices).

"Normal Business Hours"

09.00 to 17.30 local UK time, each Working Day.

"Payment Facilitators"

the companies, partnerships or other organisations listed in Schedule 6 to whom Customer Data is disclosed for the purposes of facilitating payment by the User to the Client.

"**Service Failure**"

A situation where ABSOLUTE PAYMENT SOLUTIONS does not meet the Client's expectations in terms of its Services and/or Software or engages in service behaviour's that the Client evaluates as unsatisfactory.

"Service Level Arrangements"

the service level arrangements set out in Schedule 9.

"Services"

the Configuration Services, Access Services and/or Maintenance and Support as applicable, given the context in which the term Services is used.

"Software"

ABSOLUTE PAYMENT SOLUTIONS proprietary software in machine-readable object code form only as described in Schedule 5, including any error corrections, updates, upgrades, modifications, and enhancements to it provided to the Client under this Agreement.

"Software Specification"

the functionality and performance specifications for the Software, as set out in Schedule 5.

"Users"

employees of the Client and using the ABSOLUTE PAYMENT SOLUTIONS Service who are entitled to use the Software through the Access Services under this Agreement, as further described in clause 3.

"UK GDPR"

means the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) as amended, replaced or superseded from time to time

"Virus"

anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether

by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Working Day"

a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business

"Data controller, processor, data subject, special category data, personal data, personal data breach, processing and appropriate technical and organisational measures"

shall have the meanings given to them in the Data Protection Laws.

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

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes faxes and e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

1.10 Any words that follow 'include,' 'includes,' 'including,' 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition, or description preceding those words.

2 CONFIGURATION SERVICES

2.1 ABSOLUTE PAYMENT SOLUTIONS shall perform the Configuration Services in accordance with the timetable set out in Schedule 3. ABSOLUTE PAYMENT SOLUTIONS shall meet the performance dates set out in Schedule 7 and time shall be of the essence in relation to these agreed performance dates.

2.2 The Client shall procure that its third party contractors shall co-operate in all respects with ABSOLUTE PAYMENT SOLUTIONS in order to meet any milestones set out in the Configuration Services, and shall enter into and maintain such licences at the Client's expense as may be necessary with third parties and ABSOLUTE PAYMENT SOLUTIONS to enable ABSOLUTE PAYMENT SOLUTIONS and its subcontractors to perform the Configuration Services where a third party's application is to be configured. Any licences granted to ABSOLUTE PAYMENT SOLUTIONS in accordance with this clause shall be royalty- free and ABSOLUTE PAYMENT SOLUTIONS shall have the right to grant sub-licences.

2.3 On delivery of each Deliverable, the Client shall be able to access the Deliverable online. Within five Working Days of ABSOLUTE PAYMENT SOLUTIONS delivery to the Client of any Deliverable, the Client shall review the Deliverable to confirm that it functions in material conformance with the applicable portion of the Software Specification. If the Deliverable fails in any material respect to conform with the applicable portion of the Software Specification, the Client shall give ABSOLUTE PAYMENT SOLUTIONS a detailed description of any such non-conformance ("**Error**"), in writing, within the five Working Days of delivery of the Deliverable to

the Client.

2.4 With respect to any Errors contained in the Software delivered to the Client during the Configuration Services, ABSOLUTE PAYMENT SOLUTIONS shall use best endeavours to correct any such Error within a reasonable time and in any event within 24 hours of being notified of the Error and, on completion, submit the corrected Software to the Client. The provisions of this clause 2.4 shall then apply again, up to three additional times. If ABSOLUTE PAYMENT SOLUTIONS is unable to correct such Error after three further attempts, the Client may terminate this Agreement without further liability to the Supplier.

2.5 If the Client does not provide any written comments in the five-day period described above, or if the Software is found to conform with the Software Specification, or in the event of use by the Client of the Software other than for testing purposes, the Software shall be deemed accepted.

3 ACCESS SERVICES, MAINTENANCE & SUPPORT

3.1 ABSOLUTE PAYMENT SOLUTIONS shall perform the Access Services and Maintenance and Support services. The Service Level Arrangements shall apply with effect from the start of the month after the Configuration Services have been accepted in accordance with clause 2.

3.2 In relation to Users:

3.2.1 the Client shall maintain a written list of current Users of the Software, and the Client shall provide such list to ABSOLUTE PAYMENT SOLUTIONS as may be reasonably requested by ABSOLUTE PAYMENT SOLUTIONS from time to time.

3.2.2 the Client shall ensure that each User keeps a secure password for their use of the Software, that such password is changed no less frequently than every 30 days or that there is two factor authentication in place and that each User keeps their password confidential.

3.2.3 ABSOLUTE PAYMENT SOLUTIONS may audit the Software regarding the name and password for each User. Such audit may be conducted no more than once per quarter, at ABSOLUTE PAYMENT SOLUTIONS expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Client's normal conduct of business; and

3.2.4 if such audit reveals that passwords have been provided to individuals who are not Users, and without prejudice to ABSOLUTE PAYMENT SOLUTIONS other rights, the Client shall promptly disable such passwords and shall not issue any new passwords to such individuals.

3.3 In relation to the Software:

3.3.1 ABSOLUTE PAYMENT SOLUTIONS hereby grants to the Client on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow Users to access the Software through the Access Services and to use the Software solely for the Client's own business purposes.

3.3.2 the Client shall not store, distribute, or transmit any Viruses, or any material through the Access Services that facilitates illegal activity, is unlawful, harmful, threatening, defamatory, obscene, infringing, offensive or any other illegal activities.

3.3.3 the rights provided under this clause 3.3 are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client except with the ABSOLUTE PAYMENT SOLUTIONS written consent (not to be unreasonably withheld).

3.3.4 the Client shall not (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties):

a) attempt to copy, duplicate, modify, create derivative works from, or distribute all or any portion of the Software except to the extent expressly set out in this Agreement or as

may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

b) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software,

c) access all or any part of the Software or Access Services in order to build a product or service which competes with the Software and/or the Services.

d) transfer, temporarily or permanently, any of its rights under this Agreement, or

e) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 3; and

3.3.5 the Client shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify ABSOLUTE PAYMENT SOLUTIONS promptly of any such unauthorised access or use.

4 ABSOLUTE PAYMENT SOLUTIONS OBLIGATIONS

4.1 ABSOLUTE PAYMENT SOLUTIONS warrants and undertakes that:

4.1.1 the Services will be performed in accordance with Schedules 3, 4, 7, 8 and 9 and the provisions of this Agreement.

4.1.2 it will perform or make available the Services with all due skill, care, and diligence, in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with Best Industry Practice; and

4.1.3 the Software will conform with the Software Specification and any other provisions of this Agreement relating to the specifications of the Software.

4.2 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to ABSOLUTE PAYMENT SOLUTIONS instructions, improper use or use for purposes for which the Software was not designed, modification or alteration of the Software by any party other than ABSOLUTE PAYMENT SOLUTIONS or ABSOLUTE PAYMENT SOLUTIONS duly authorised contractors or agents. If the Software does not conform with the undertaking at clause 4.1 ABSOLUTE PAYMENT SOLUTIONS will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, ABSOLUTE PAYMENT SOLUTIONS does not warrant that the Client's use of the Software and the Services will be uninterrupted or error-free.

4.3 This Agreement shall not prevent ABSOLUTE PAYMENT SOLUTIONS from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing materials, products or services which are similar to those provided under this Agreement.

4.4 ABSOLUTE PAYMENT SOLUTIONS will implement and comply with any and all requirements (including any security requirements) from the Bankers' automated clearing system ("**Bacs**") in order for it to maintain its status as a Bacs approved software supplier. Any failure to do so or, removal of its Bacs approval, will be a non-remediable material breach of this Agreement and the Client shall be entitled to terminate this Agreement immediately in accordance with clause 14.4.1.

5 CUSTOMER DATA

5.1 The Client shall own all rights, title, and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.

5.2 ABSOLUTE PAYMENT SOLUTIONS shall follow its archiving procedures for Customer Data as described in Schedule 4. In the event of any loss or damage to Customer Data, ABSOLUTE PAYMENT SOLUTIONS shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by ABSOLUTE PAYMENT SOLUTIONS in accordance with the archiving procedure described in Schedule 4.

6 DATA PROTECTION

6.1 **General:**

6.1.1 To the extent that the Customer Data contains personal data, the parties agree that the Client is the data controller in respect of such personal data and that ABSOLUTE PAYMENT SOLUTIONS is the data processor. The terms of this clause 6 are the data processing agreement between them.

6.1.2 The parties agree to comply with their obligations relating to personal data under the Data Protection Laws. In particular the Client shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to ABSOLUTE PAYMENT SOLUTIONS for the duration and purposes of this Agreement and in order to process the personal data as set forth in this clause 6.

6.1.3 ABSOLUTE PAYMENT SOLUTIONS shall only process personal data contained within Customer Data for the purposes of providing and enabling the delivery of the Services and shall only process the personal data in accordance with Client's documented instructions. The Client shall ensure that such instructions are in compliance with the Data Protection Laws. Notwithstanding the foregoing, ABSOLUTE PAYMENT SOLUTIONS may process the personal data in conflict with or outside of the instructions if a failure to do so would infringe the Data Protection Laws. ABSOLUTE PAYMENT SOLUTIONS shall promptly inform the Client if it believes that any instruction provided by the Client infringes the Data Protection Laws.

6.1.4 ABSOLUTE PAYMENT SOLUTIONS shall keep records to demonstrate its compliance with its obligations under this clause 6.

6.2 **Data Processing Details**: The processing comprises the types of Customer Personal Data and the categories of data subjects as specified in this clause 6.13.

6.3 **Security:** ABSOLUTE PAYMENT SOLUTIONS will implement and maintain appropriate technical and organisational measures to ensure the security of all personal data against unauthorised or unlawful processing or accidental loss, destruction or damage and to ensure that it complies with the requirements set out in this clause 6, clause 4.4 and the Data Protection Laws.

6.4 **No Transfer:** Nothing in this Agreement shall operate to transfer, assign, or otherwise grant to ABSOLUTE PAYMENT SOLUTIONS any right or interest to the Customer Data, unless otherwise expressly stated.

6.5 **Data Transfers outside of EU or EEA:** ABSOLUTE PAYMENT SOLUTIONS (and its applicable sub-processors) shall not transfer personal data to a country outside the EU or EEA which the EU Commission has found does not provide an adequate level of protection unless the parties have agreed to such transfer and ABSOLUTE PAYMENT SOLUTIONS ensures that such processing is performed under appropriate safeguards and otherwise complies with the statutory requirements regarding the processing of personal data outside of the EU/EEA.

6.6 **Assistance:**

6.6.1 ABSOLUTE PAYMENT SOLUTIONS shall provide reasonable assistance, as requested by the Client from time to time, in undertaking any data protection impact assessments or investigation or consultation with any data privacy supervisor authority that the Client may reasonably undertake.

6.6.2 Taking into account the nature of the personal data and ABSOLUTE PAYMENT SOLUTIONS's obligations under this Agreement, ABSOLUTE PAYMENT SOLUTIONS shall, to the extent it is reasonably practicable to do so, co-operate with Client to enable the Client to comply with any

exercise of rights by a data subject under the Data Protection Laws.

6.6.3 ABSOLUTE PAYMENT SOLUTIONS shall promptly notify the Client if ABSOLUTE PAYMENT SOLUTIONS receives a request from a data subject under any Data Protection Laws in respect of Customer Personal Data; and shall not respond to that request except on the documented instructions of the Client or as required by Data Protection Laws in which case ABSOLUTE PAYMENT SOLUTIONS shall to the extent permitted by Data Protection Laws inform the Client of that legal requirement before the responding to the request.

6.7 **Employee Obligations:** ABSOLUTE PAYMENT SOLUTIONS shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the personal data in order to perform the Services. ABSOLUTE PAYMENT SOLUTIONS shall ensure that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6.8 **Sub-Processors:**

6.8.1 Client agrees that ABSOLUTE PAYMENT SOLUTIONS shall be entitled to use sub-processors to process personal data on its behalf in connection with this Agreement. The sub-processors that ABSOLUTE PAYMENT SOLUTIONS wishes to appoint are set out in ABSOLUTE PAYMENT SOLUTIONS's Privacy Policy and Client agrees that such sub-processors may process Customer Personal Data.

6.8.2 If ABSOLUTE PAYMENT SOLUTIONS wishes to appoint additional or replacement sub-processors, it shall inform the Customer and will give the Client the opportunity to object to such appointment. Any objection shall not be binding on ABSOLUTE PAYMENT SOLUTIONS, but the Client is entitled to terminate this Agreement if it has reasonable grounds to object to the sub-processor that ABSOLUTE PAYMENT SOLUTIONS appoints.

6.8.3 ABSOLUTE PAYMENT SOLUTIONS shall impose upon any sub-processor the same obligations related to the processing of personal data as set out in this Agreement by a written agreement between ABSOLUTE PAYMENT SOLUTIONS and sub-processor including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Agreement.

6.9 **Data Breaches:** In case of any data breaches and other events where the security of the Customer Personal Data has been compromised or ABSOLUTE PAYMENT SOLUTIONS suspects it may have been compromised, ABSOLUTE PAYMENT SOLUTIONS shall, without delay, notify the Client of the data breach and shall provide all pertinent information relating to the breach.

6.10 **Deletion or Return of Customer Personal Data:**

6.10.1 ABSOLUTE PAYMENT SOLUTIONS may only process personal data for so long as it is providing the Services. However, If, or to the extent applicable law requires it, any Customer Personal Data needs to legally remain in the possession of ABSOLUTE PAYMENT SOLUTIONS, ABSOLUTE PAYMENT SOLUTIONS shall inform the Client and shall ensure the confidentiality of all such personal data and shall ensure that such personal data is processed only when necessary for the required purpose(s).

6.10.2 Subject to clause 6.10.1, the Client may by written notice to ABSOLUTE PAYMENT SOLUTIONS within 14 days of the end of the Services require ABSOLUTE PAYMENT SOLUTIONS to return, at Client's sole cost, a complete copy of all Customer Personal Data to the Customer. If ABSOLUTE PAYMENT SOLUTIONS does not receive such request, it shall delete and procure the deletion of all copies of Customer Personal Data in line with its data retention policies.

6.11 **Audit:** On reasonable notice the Client, or such professional auditor appointed by the Client, may audit the compliance of ABSOLUTE PAYMENT SOLUTIONS with the data processing terms of this Agreement and the Data Protection Laws. Such audit must be conducted so as not to cause unreasonable impact on ABSOLUTE PAYMENT SOLUTIONS and ABSOLUTE PAYMENT SOLUTIONS cannot be compelled to provide information

relating to third parties.

6.12 **Changes in Data Protection Laws:** Where applicable, ABSOLUTE PAYMENT SOLUTIONS may by at least 30 calendar days' written notice from time to time make any variations to these data protection provisions if the applicable law or the Data Protection Laws require.

6.13 **Description of Data Processing:**

Categories of Data Subjects	Customers and employees of the Client and its subsidiaries
Categories of Customer Personal Data	Name, Bank Account, Payment Details
Duration of Processing	Duration of the supply of the Services
Nature and purpose of Processing	To process payments in accordance with the description of the Services

7 CLIENT'S OBLIGATIONS

7.1 The Client shall provide ABSOLUTE PAYMENT SOLUTIONS with:

7.1.1 all necessary co-operation in relation to this Agreement including without limitation access for ABSOLUTE PAYMENT SOLUTIONS and its authorised sub-contractors to the Client's premises and such facilities as may be reasonably necessary for the provision of Configuration Services.

7.1.2 all necessary access to such information as may be required by ABSOLUTE PAYMENT SOLUTIONS.

7.1.3 in order to render the Services, including but not limited to Customer Data, security access information, and software interfaces to the Client's other business applications.

7.1.4 provide such personnel assistance, including the Client Account Team and other Client personnel, as may be reasonably requested by ABSOLUTE PAYMENT SOLUTIONS from time to time.

7.1.5 appoint the Client's Project Manager, and the Client shall use reasonable endeavours to ensure continuity of the Client's Project Manager during the Configuration Services.

7.1.6 comply with all applicable laws and regulations with respect to its activities under this Agreement; and

7.1.7 carry out all other Client responsibilities set out in this Agreement or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, ABSOLUTE PAYMENT SOLUTIONS may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.

8 CHARGES & PAYMENTS

8.1 The Client shall, on the dates therein stated, pay the amounts set out in Schedule 1 for the Configuration Services.

8.2 The Client shall pay the Software licence and Maintenance and Support fees set out in Schedule 1 for use

and maintenance and support after user acceptance testing and system is made live.

8.3 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax (or other applicable sales tax), which shall be added to ABSOLUTE PAYMENT SOLUTIONS invoice(s) at the appropriate rate.

8.4 ABSOLUTE PAYMENT SOLUTIONS shall invoice the Client as indicated, each invoice shall be due and payable 30 days after the invoice date. If ABSOLUTE PAYMENT SOLUTIONS has not received payment by the due date, except in the case of a bona fide dispute and without prejudice to any other rights and remedies of ABSOLUTE PAYMENT SOLUTIONS:

8.4.1 ABSOLUTE PAYMENT SOLUTIONS shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.4.2 interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of National Westminster Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4.3 Annual license fees rise each year in line with Consumer Price Index (CPI). This rise will take place on the anniversary after the initial 12-month period, Absolute Payments Limited will increase to the charges to reflect the prevailing rate of inflation. This increase shall be an "inflation linked increase" and shall be calculated using Consumer Price Index published by the Office for National Statistics (ONS) in the United Kingdom. If the CPI is no longer published, the Parties shall agree on a substitute index of equivalent value to serve as a cumulative indicator of the inflation rate in the UK.

9 CHANGE CONTROL

9.1 If either party wishes to change the scope of the Services (including Client requests for additional Access Services), it shall submit details of the requested change to the other in writing.

9.2 If the Client requests a change to the scope or execution of the Services, ABSOLUTE PAYMENT SOLUTIONS shall, within five Working Days, provide a written estimate to the Client of:

9.2.1 the likely time required to implement the change.

9.2.2 any variations to the Fees arising from the change.

9.2.3 the likely effect of the change on the timetable for provision of the Configuration Services; and

9.2.4 any other impact of the change on the terms of this Agreement.

9.3 If ABSOLUTE PAYMENT SOLUTIONS requests a change to the scope of the Services, it must include the information required at clause 9.2 above with its request.

9.4 No change shall be effective unless recorded in writing and signed by an authorised representative of both parties.

10 PROPRIETARY RIGHTS

10.1 The Client acknowledges and agrees that ABSOLUTE PAYMENT SOLUTIONS and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services, or any related documentation.

10.2 ABSOLUTE PAYMENT SOLUTIONS warrants that:

10.2.1 it has the right, power, and authority to enter into this Agreement, to grant to the Client and the Users the rights contemplated in this Agreement and to supply the Services.

10.2.2 it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10.2.3 the performance or making available of the Services by ABSOLUTE PAYMENT SOLUTIONS to the Client and to the Users does not and shall not infringe the Intellectual Property Rights of any third party.

10.2.4 it is experienced in the provision of scalable IT-enabled capabilities as a service using cloud-based internet technologies to organisations the size and type of the Client and ABSOLUTE PAYMENT SOLUTIONS acknowledges that the Client has relied on such experience in entering into this Agreement.

10.2.5 it shall ensure that the Services are free from all Malicious Code, including any code or instruction that may be used to access, modify, delete, or damage any Customer Data or data files or programmes or systems that may be used by the Client or the Users.

10.2.6 it shall provide and maintain the security requirements set out at Schedule 4 or elsewhere in this Agreement throughout the term of this Agreement; and

10.2.7 it shall provide adequate training to enable the Client to use the Services.

11 CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party (with effect from the date that it enters the public domain); or

11.1.2 was in the other party's lawful possession before the disclosure; or

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body to the extent of the required disclosure.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, (i) not make the other's Confidential Information available to any third party, (save that ABSOLUTE PAYMENT SOLUTIONS may make the Customer Data (in whatever format and howsoever modified) available to the Payment Facilitators for the purpose of the ABSOLUTE PAYMENT SOLUTIONS Services; and that the Client may disclose ABSOLUTE PAYMENT SOLUTIONS' Confidential Information to its subsidiaries), or (ii) use the other's Confidential Information for any purpose other than the implementation of and performance of obligations under this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration, or disclosure of Confidential Information caused by any third party.

11.5 The Client acknowledges that the Software, the results of any performance tests of the Software and the

Services constitute ABSOLUTE PAYMENT SOLUTIONS Confidential Information.

11.6 ABSOLUTE PAYMENT SOLUTIONS acknowledges that the Customer Data is the Confidential Information of the Client.

11.7 This clause shall survive termination of this Agreement, however arising.

12 INDEMNITY

12.1 ABSOLUTE PAYMENT SOLUTIONS shall defend, indemnify, and hold harmless the Client, its officers, directors and employees against all damages, losses and expenses arising from any claim that the Software infringes the intellectual property rights of any third party, provided that:

12.1.1 ABSOLUTE PAYMENT SOLUTIONS is given prompt notice of any such claim.

12.1.2 the Client provides reasonable co-operation to ABSOLUTE PAYMENT SOLUTIONS in the defence and settlement of such claim, at ABSOLUTE PAYMENT SOLUTIONS expense; and

12.1.3 ABSOLUTE PAYMENT SOLUTIONS is given sole authority to defend or settle the claim.

12.2 In the defence or settlement of the claim, ABSOLUTE PAYMENT SOLUTIONS may obtain for the Client the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Client. ABSOLUTE PAYMENT SOLUTIONS shall have no liability if the alleged infringement is based on:

12.2.1 a modification of the Software by anyone other than ABSOLUTE PAYMENT SOLUTIONS or its authorised contractors; or

12.2.2 the Client's use of the Software in a manner contrary to the instructions given to the Client by ABSOLUTE PAYMENT SOLUTIONS, improper use or use for purposes for which the Software was not designed; or

12.2.3 the Client's use of the Software after notice of the alleged or actual infringement from ABSOLUTE PAYMENT SOLUTIONS or any appropriate authority.

13 LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this Agreement:

13.1.1 the Client assumes sole responsibility for results obtained from the use of the Software and the Services by the Client and Users, and for conclusions drawn from such use. ABSOLUTE PAYMENT SOLUTIONS shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to ABSOLUTE PAYMENT SOLUTIONS by the Client in connection with the Services, or any actions taken by ABSOLUTE PAYMENT SOLUTIONS at the Client's direction; and

13.1.2 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13.2 Nothing in this Agreement excludes the liability of ABSOLUTE PAYMENT SOLUTIONS:

13.2.1 for death or personal injury caused by ABSOLUTE PAYMENT SOLUTIONS negligence; or

13.2.2 for fraud or fraudulent misrepresentation; or

13.2.3 for breach of its obligations under clauses 5 (Customer Data) and 10.2; or

13.2.4 for breach of its obligations under clause 6 (Data Protection).

13.3 The Service Credits shall be the exclusive financial remedy for the Client for each Service Failure for which a Service Credit has been set, unless:

13.3.1 any failure to meet the Service Level Arrangements (either on an individual basis or in aggregate) constitutes a failure beyond that for which the Service Credits have been set; or

13.3.2 the Client is otherwise entitled to terminate this Agreement for ABSOLUTE PAYMENT SOLUTIONS' default; or

13.3.3 the failure to perform the Services in accordance with the Service Level Arrangements has arisen due to theft, gross negligence, fraud, fraudulent misrepresentation, or wilful default

in which case the Client may obtain such other remedies as may be available to it, either under this Agreement or otherwise at law or in equity, including the right to terminate this Agreement in accordance with clause 14.

13.4 Subject to clause 13.2 and clause 13.3 ABSOLUTE PAYMENT SOLUTIONS shall not be liable for any indirect or consequential loss or damage howsoever caused.

13.5 ABSOLUTE PAYMENT SOLUTIONS total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to GBP£100,000 in any 12-month period.

14 TERM & TERMINATION

14.1 This Agreement shall commence on the Effective Date and shall continue unless otherwise terminated as provided in this clause 14. This Agreement shall automatically renew for yearly periods, unless either party notifies the other, in writing, at least 30 days before the end of the then current term.

14.2 Without prejudice to any other rights or remedies of ABSOLUTE PAYMENT SOLUTIONS, ABSOLUTE PAYMENT SOLUTIONS may terminate this Agreement with immediate effect by written notice if the Client fails to pay all or any Fees by the due date (save to the extent that there is a bona fide dispute in relation to the whole of the amount unpaid) and continues to fail to pay such sums for 10 Working Days after receipt of written notice to do so from ABSOLUTE PAYMENT SOLUTIONS.

14.3 Without prejudice to the other rights and remedies of the Client, the Client may terminate this Agreement immediately on written notice if ABSOLUTE PAYMENT SOLUTIONS repeatedly breaches any of the terms of this Agreement including persistent breaches of Service Level Arrangements in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

14.4 This Agreement may be terminated immediately by either party on written notice:

14.4.1 if the other is in material breach of a material obligation under this Agreement (other than as mentioned in clause 14.2) and in the case of any such breach capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so.

14.4.2 if the other party is dissolved or struck off the register of companies maintained by the Companies Registration Office or a winding up order is made against the other party or a meeting is convened, resolution passed or any step taken by the other party with a view to the winding-up of the other party except for the purpose of a solvent reconstruction, reorganisation, merger or consolidation;

14.4.3 if a receiver (including fixed charge or court appointed), administrative receiver, manager, insolvency practitioner, or similar officer shall be appointed over the whole or a substantial part of the undertaking, property, or assets of the other party.

14.4.4 if the other party is unable to pay its debts within the meaning of section 123(2) of the Insolvency Act 1986.

14.4.5 if the other party enters into (or proposes to enter into) a composition, scheme of arrangement or voluntary arrangement with any of its creditors or otherwise or a moratorium is agreed imposed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the other party.

14.4.6 if notice of intention to appoint an administrator is given by any person (including the other party's directors, the other party or any qualifying floating charge holder as defined in the Insolvency Act 1986), or any step is taken by any person with a view to placing the other party into administration as defined by the Insolvency Act 1986; or

14.4.7 if any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in the above sub- clauses in relation to the other party.

14.5 Termination or expiry of this Agreement for any reason, whether under this clause or not, shall be without prejudice to the accrued rights of the parties on the date of such termination or expiry.

14.6 For the purposes of this clause, a breach shall be considered capable of remedy:

14.6.1 if the party in breach can comply with the provision in question in all respects other than as to the time of performance; and

14.6.2 if time of performance is not of the essence.

14.7 On termination of this Agreement for any reason:

14.7.1 all licences granted under this Agreement shall immediately terminate.

14.7.2 each party shall return and make no further use of any equipment, property, materials, and other items (and all copies of them) belonging to the other party.

14.7.3 ABSOLUTE PAYMENT SOLUTIONS shall deliver to the Client the then most recent back-up of the Customer Data on an agreed media and in an agreed format or at the Client's option shall destroy or otherwise dispose of all Customer Data in its possession. ABSOLUTE PAYMENT SOLUTIONS shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of termination, provided that the Client has at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The expenses of ABSOLUTE PAYMENT SOLUTIONS shall be met by ABSOLUTE PAYMENT SOLUTIONS in returning or disposing of Customer Data unless otherwise agreed between the parties; and

14.7.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15 FORCE MAJEURE

15.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by any act or omission beyond its reasonable control.

15.2 Such delay or non-performance shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for thirty (30) days or more, the party not affected may, as its option and if in its opinion it is reasonable for it to do so, terminate this Agreement immediately by written notice of such termination to the other party.

16 PUBLICITY

16.1 If ABSOLUTE PAYMENT SOLUTIONS notifies the Client in writing that it wishes to issue a press release announcing the Client's use of the Software/Services, the parties shall use reasonable endeavours to agree a press release specific to the Client which may be used by either party without requiring the other party's prior written permission.

16.2 Each party may include the name of the other party on a list of partners in payment facilitation which each party shall be free to disclose.

16.3 Save as provided in clauses 16.1 and 16.2, neither party may make, or permit any person to make, any public announcement concerning or connected to this Agreement without the prior written consent of the other party.

16.4 Nothing in this clause 16 shall act to preclude either party from making an announcement where required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction.

17 WAIVER

17.1 Except as otherwise stated in this Agreement, the rights, and remedies of each party under this Agreement:

17.1.1 are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and

17.1.2 may be waived only in writing and specifically.

17.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right. Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement and waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

18 SEVERENCE

18.1 If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of the Agreement.

18.2 Whilst the parties consider the provisions contained in the Agreement reasonable, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provision(s) so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provision(s).

19 ENTIRE AGREEMENT

19.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

20 VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 ASSIGNMENT

Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

22 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23 THIRD PARTY RIGHTS

Save in respect of any rights granted to the Client's subsidiaries under this Agreement, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24 NOTICES

24.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Working Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

25 GOVERNING LAW & JURISDICTION

25.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

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

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

Signed by: (*Authorised Signatory*)

for and on behalf of
ABSOLUTE PAYMENT SOLUTIONS Limited:

Date:

Signed by: (*Authorised Signatory*)

For and on behalf of

CLIENTS NAME HERE

Date:

SCHEDULE 1 – FEES OVERVIEW

1 CONFIGURATION SERVICES FEES

Setup, configuration, testing, training, and monitoring during go live

£XXXXX (plus VAT)

2 SOFTWARE LICENCES and BUREAU

The annual licence fee for

is charged at £XXXXXXX (plus VAT) (See Schedule 8)

This also includes email and telephony support Monday to Friday 9am-5pm

3 Annual license fees rise in line with CPI see 8.4.3

SCHEDULE 2 – PERSONNEL

1 ABSOLUTE PAYMENT SOLUTIONS

ABSOLUTE PAYMENT SOLUTIONS Account Team	
CEO	Paul Harvie
Head of Customer Services	David Coulson
Head of Development	Kedar Chinchvalkar
Head of Operations	Ellen Stannard

2 CLIENT

Client Account Team	
Group Compliance Manager	NAME IN FULL
Operations Manager	
CTO	
CEO	

SCHEDULE 3 – CONFIGURATION SERVICES

The Configuration Services will cover:

- Setup and Configuration of APS Portal Hosted BACS Submission Software
- Map NEW CLIENT NAME BACS Submission files (ABSOLUTE PAYMENT SOLUTIONS will require samples)
- Test APS Portal Hosted BACS Submission Software

1 TIMETABLE

ABSOLUTE PAYMENT SOLUTIONS will deliver the solution defined in Schedule 8.

This effort required is XXXXXXXXXXXXXXXXXXXXXX

ABSOLUTE PAYMENT SOLUTIONS shall prepare the timetable for provision of the Configuration Services in co-operation with the Client during this stage of the Configuration Services.

2 DESIGN

ABSOLUTE PAYMENT SOLUTIONS shall develop a configuration of hosting servers designed to provide access to the Software. The design shall include redundancy across application servers, database servers, mail and DNS servers and switches in order to allow for continued service in the event of certain component malfunctions.

3 IMPLEMENTATION

ABSOLUTE PAYMENT SOLUTIONS and the Client shall co-operate in implementing the Services in accordance with the timetable for provision of the Configuration Services.

4 ROLLOUT

ABSOLUTE PAYMENT SOLUTIONS and the Client shall co-operate in rolling out the Services to the Client's Users in accordance with the roll-out timing in the timetable for provision of the Configured Services.

SCHEDULE 4 – ACCESS SERVICES

1 ACCESS SET-UP

The set-up phase of the Access Services includes those services provided by ABSOLUTE PAYMENT SOLUTIONS or its contracted third parties to design, install, configure, and test the Access Services, as well as the hosting facility and internet connectivity.

2 INSTALLATION AND CONFIGURATION

ABSOLUTE PAYMENT SOLUTIONS shall procure, install, and configure the hosting equipment to provide access to the Software. This includes the rack mounting of servers and related equipment, installation of system and database software components, configuration of clustering and cross-connects, installation of the Software, and loading of initial Customer Data.

3 FACILITY

The hosting equipment shall be installed in a rack-mounted configuration inside a professional hosting facility designed for such use. The facility shall be equipped with access security, climate control, fire suppression, and managed power supply with UPS and generator back-up.

4 INTERNET CONNECTIVITY

4.1 ABSOLUTE PAYMENT SOLUTIONS shall provide internet connectivity through an internet service provider at the hosting facility. The connectivity shall include multiple, diversely routed high-speed connections, a firewall for security and a load balancer for traffic management and speed optimisation. The Client shall, and shall ensure that its Users shall, make their own arrangements for internet access in order to access the Software.

4.2 ABSOLUTE PAYMENT SOLUTIONS shall supply burstable bandwidth connectivity services. The connectivity shall include multiple connections and a network operations centre that monitors servers, the network platform and internet access.

5 CONTINUING ACCESS SERVICES

The continuing Access Services provided by ABSOLUTE PAYMENT SOLUTIONS or its contracted third parties, which allow for availability of the Software, include internet connectivity (as detailed in paragraph 4 above, load distribution management, security services, monitoring, back-up, release management and change control, and administration services.

6 LOAD DISTRIBUTION MANAGEMENT

ABSOLUTE PAYMENT SOLUTIONS shall provide load-balancing services to distribute load and redundancy across application servers.

7 SECURITY SERVICES

7.1 ABSOLUTE PAYMENT SOLUTIONS shall provide security services as follows:
facility access shall be limited to the authorised ABSOLUTE PAYMENT SOLUTIONS and contracted third-party personnel,

7.2 the facility shall be monitored 24 hours a day, seven days a week through closed circuit video surveillance and shall require identification for access; and

7.3 data access security shall be provided through managed firewall services with security on all web pages, a private network path for administration and SNMP monitoring, and fully hardened servers.

8 MONITORING SERVICES

ABSOLUTE PAYMENT SOLUTIONS shall provide, 24 hours a day and seven days a week, monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.

9 BACK-UP, ARCHIVING AND RECOVERY SERVICES

ABSOLUTE PAYMENT SOLUTIONS shall develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of data loss, ABSOLUTE PAYMENT SOLUTIONS shall provide recovery services to try to restore the most recent back-up.

10 RELEASE MANAGEMENT AND CHANGE CONTROL

ABSOLUTE PAYMENT SOLUTIONS shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by ABSOLUTE PAYMENT SOLUTIONS to maintain the Access Services.

11 ADMINISTRATION SERVICES

These services include the installation and administration of additional hardware, operating system and other software, and other resources as necessary to maintain the Access Services.

SCHEDULE 5 - SOFTWARE

The Software is an application that enables Direct Debit Processing and Card payments via the internet.

The Software consists of the following components:

1, APS – Cloud BACS Submission Solution

BACS Approved Submission software, as a BASS (BACS Approved Software Supplier) our solution is approved by BACS and used for both Direct and In-Direct submission of files to BACS using either Smart Cards or indeed a HSM (Hardware Security Module) to sign the submission files. Being cloud based, the solution benefits from the following:

- No third-party desktop software (not even the Gemalto drivers), your downloads our own plugin and uses the Microsoft Card Services to challenge for the PIN.
- Support for most up-to-date Browsers, including but not limited to Internet Explorer, Chrome, Modzilla FireFox, Opera and Safari.
- Updates are automatically scheduled and configured outside of the BACS Submission window.
- Support multiple and concurrent users.
- Email support for any errors or warnings.
- Developed using .Net Core architecture.
- Support for SFTP and FSTP file uploads (allowing full automation when using HSM)
- Modern APIs supporting both REST and SOAP (allowing full automation when using HSM) Allow for both Two Stage and Two Factor authentication.

2, ABSOLUTE PAYMENT SOLUTIONS LTD B82067 (the bureau)

Our Bureau acts as a replacement of the standard Bacs software application; securely transferring your Direct Debit and Direct Credit files to Bacs via our Secure File Transfer Protocol, removing your need to deploy and maintain software.

We provide a Submission-only service for both Direct Debits and Bacs Direct Credits. This is for organisations that already manage their own end-to-end Direct Debit process internally, and who have the ability to generate their own Bacs file.

Our cloud-based Bacs Bureau service gives you full control and visibility over your Direct Debit collections, automating the Direct Debit processes and concurrently ensuring full compliance with the Bacs scheme rules. If you want to automate Direct Debit processes, but do not want to incur large capital outlays for either in-house software deployment or hefty annual software upgrades, then consider using our Bacs Bureau service.

Using our Bureau services and our DDMS solution provides a full automated Direct Debit solution within your billing solution.

3, APS – Direct Debit Management Solution (DDMS)

Our DDMS provides the automation of Direct Debits within your Billing Solution, from the initial mandate setup of new clients, validation of bank details and auto submission of files to Bacs. The solution processes and manages all BACS reports (AUDDIS, ARUDD, ADDACS and DDICA) and allows for full reporting of all Direct Debit related activity within your salesforce org. The solution supports:

- Paper Based
- AUDDIS
- AUDDIS and Paperless

Direct Debits can be set up through an online ecommerce page, or indeed directly via the API and supports the following:
Validate account number and sort code.

- Set up new instruction.
- Regular file creation and checks.
- Files and instructions sent to BACS through a bureau of your choice your own BACS Submission software.

4, APS HSM Addon.

The HSM Service provides the following features:

- Never lose your PKI Security token.
- Never forget your PKI Security token PIN
- Never lockout your PKI Security token
- Automatic unattended submission
- Quicker attended Submission of files
- Quicker download of BACS Reports

SCHEDULE 6 – PAYMENT FACILITATORS

No third-party Payment Facilitators are required for the Services as ABSOLUTE PAYMENT SOLUTIONS LTD B82067 is a (BAB) BACS approved bureau and (BASS) BACS approved Software Supplier.

SCHEDULE 7 – ABSOLUTE PAYMENT SOLUTIONS SERVICES

To support CLIENT NAME HERE in the delivery of the software listed in Schedule 5 and the services set out in this Agreement including any listed in Schedule 6 (if relevant).

SCHEDULE 8 - DETAILS

Service Commencement Date: XXXXXXXXX

Annual Software Licence and Bureau Fees (to include support)	
XXXXXXXXXXXXXXX	£XXXXXX

SCHEDULE 9 – MAINTENANCE & SUPPORT

1 INTRODUCTION

ABSOLUTE PAYMENT SOLUTIONS is a fast-growing independent software consultancy focussed on the ever expanding Financial Process Automation market. We deliver value added solutions which wrap around Financial, CRM and ERP systems to ensure these core business systems deliver the efficiency and effectiveness your business needs to maintain customer satisfaction, productivity, and profitability.

With customers ranging from Public Limited Companies to Small to Medium Enterprises, ABSOLUTE PAYMENT SOLUTIONS strive to ensure that whatever the size of our clients, we will provide the personal and professional service they would expect.

Our solutions and services are designed to allow maximum effectiveness of existing and future software solutions. Our development and consultancy skills are amongst the very best and we bring valuable experience from Financial Process Automation to all our projects in this arena.

2 SERVICE DESCRIPTION

ABSOLUTE PAYMENT SOLUTIONS adds value to your core business systems (CRM, ERP and Finance) through increasing their effectiveness, efficiency, and user empowerment. These solutions include BACS, Direct Debit and Credit Card solutions.

ABSOLUTE PAYMENT SOLUTIONS has selected its partners carefully as the Best of Breed in what they do including salesforce.com, Sage, Microsoft CRM, NetSuite, and SagePay.

We achieve success through connecting your systems via your chosen CRM platform and facilitating faster payments and collections of funds through the implementation of BACS and Direct Debit and Credit Card Management systems.

3 SCOPE

This schedule summarises and describes all aspects of the ABSOLUTE PAYMENT SOLUTIONS service as provided within End User's offices. Where the processes behind this service are already documented and not in dispute with the accepted process documentation, these will be referenced only to ensure solid document control and avoid misunderstanding.

4 KEY ABSOLUTE PAYMENT SOLUTIONS CONTACTS

Responsibility	Availability	Name	Contact details	
Fault control System support Technical support	Business Hours	ABSOLUTE PAYMENT SOLUTIONS Helpdesk	Email Telephone	support@absolutepayments.com +44 (0) 148 224 7880
Commercial Operations Manager	Business Hours	Connor Colum	Telephone Mobile Fax Email	Connor.wilkinson@absolutepayments.com
Account Director/Chief Technical Officer	Business Hours	Kedar Chinchvalkar	Telephone Mobile Fax Email	+ + kedar.chinchvalkar@absolutepaymentsolutions.co.uk
Development Manager	Business Hours	Sneha Dixon	Telephone Mobile Fax Email	Sneha.dixon@absolutepaymentsolutions.co.uk
CEO	Business Hours	Paul Harvie	Telephone Mobile Email	paul.harvie@absolutepaymentsolutions.co.uk

Business Hours are defined as 09:00 to 17:30 GMT Monday to Friday.

5 TECHNICAL DESIGN

The ABSOLUTE PAYMENT SOLUTIONS Architecture is split across the following 3 sites:

Hull HU1 1HP: Customer Service (ABSOLUTE PAYMENT SOLUTIONS Helpdesk), testing and development
Data Centre 1: Data centre facility co-locating primary site
Data Centre 2: Data centre facility co-locating secondary site

All sites are connected using dedicated fixed network connections. Both operational sites are actively used.

In selecting suppliers for our system platform and network, ABSOLUTE PAYMENT SOLUTIONS has a policy of using companies that can provide service levels that are consistent with our own obligations. When suppliers offer graded service levels ABSOLUTE PAYMENT SOLUTIONS will as a matter of policy select the support agreement with the fastest response times and/or the highest quality of service guarantees.

For SLA's on any CRM integration please refer to the operator's individual website.

Data Centre 1

The primary operational site operates 24x7 providing full platform redundancy on site. Switching between the Live and Failover platforms is automated and causes no service disruption. Every input and output server is configured to load share so that the loss of any single device will not disrupt service.

The primary operational site consists of:
Multiple Input servers
Multiple Output delivery servers
Multiple Conversion servers
Multiple Internet/Web servers
Resiliently configured Firewalls
Resilient architecture with no single point of failure

Data Centre 2

This site also operates 24x7. It is also the site where the disaster recovery database server resides, which enables ABSOLUTE PAYMENT SOLUTIONS to continue to provide service in the unlikely event that the primary site is unavailable for an extended period. Further detail on database synchronisation is covered in the section entitled Data Backup. There is seamless failover from the primary to the secondary site. The procedures for a failover from the primary to the secondary site are tested annually.

This site contains a live production platform which consists of:
Multiple Input servers
Disaster recovery database server
Multiple Output delivery servers
Multiple Conversion servers
Multiple Internet/Web servers
Resiliently configured Firewalls

All operational and support sites are connected via dedicated resilient leased circuits. These links ensure shared access and availability of the delivery network across both operational sites.

Software

The platforms use a mixture of MS Windows, IIS.

Hardware

Dell – Database servers
EMC – Storage
Cisco – routers and firewalls
HP – Application Servers

Main Bureau Service

Absolute Payment Solutions Ltd, The Deep Business Centre, Tower Street, Hull, HU1 4BG

Contingency Bureau Service 1

74 Park Avenue, Hull HU5 3ES

Contingency Bureau Service 2
Copsham House, 53 Broad Street, Chesham. HP53EA

ABSOLUTE PAYMENT SOLUTIONS System recovery procedures

Event	Procedural Summary	Time elapsed timescales
Loss of live ABSOLUTE PAYMENT SOLUTIONS server	Automated alerts raised	0 minutes
	Automated transfer of live operation to failover server	15 minutes
	Determine nature of fault	
	Rectify fault – bring up failed server as new failover	
Loss of primary site network	Automated alerts raised	0 minutes
	Escalation to Operations/Network Team	5 minutes
	Escalation to Supplier/Telecom provider	15 minutes
Loss of secondary site network	Automated alerts raised	0 minutes
	Escalation to Operations/Network Team	5 minutes
	Escalation to Supplier/Telecom provider	15 minutes
Loss of primary site	Automated alerts raised	0 minutes
	Determine nature of fault	15 minutes
	Determine if primary site can be recovered	30 minutes
	Decision taken to transfer to secondary site	30 minutes
	Roll over to secondary site database server	45 minutes
	Check integrity of database	60 minutes
	Switch over network	75 minutes
	Open System from secondary site	90 minutes

Routine recovery testing

ABSOLUTE PAYMENT SOLUTIONS routinely checks its readiness to operate services in the event of a System failure.

Testing of the System's ability to recover and the company's procedures is both constant and scheduled.

Network connections are constantly checked and are linked to the System alerts mechanism. ABSOLUTE PAYMENT SOLUTIONS will test its ability to recover from a complete loss of either the primary or secondary sites once a year.

6 SERVICE AVAILABILITY

The ABSOLUTE PAYMENT SOLUTIONS platform is available 24 hours per day, 7 days per week, except during scheduled outages.

Target Service Levels

The service is provided over a fault tolerant platform and uses operating software to ensure that any single processor or disk failure will not prevent service operation. The primary system achieves an ongoing target availability of 99.9%, excluding scheduled outages. These availability figures do not take into account the infrastructure availability figures for users to access the ABSOLUTE PAYMENT SOLUTIONS platform. These are critical, high availability services but any availability short of 100% will need to be accommodated when considering the service availability from the user perspective.

Minimum Service Levels

The following Service Level Arrangements represent the level of service provided by ABSOLUTE PAYMENT SOLUTIONS.

System Availability

ABSOLUTE PAYMENT SOLUTIONS platform will have a monthly availability of 99.5% or greater.
The Expected Service Level is 99.95%.
The Minimum Service Level is 99.5%.

Guaranteed Time to Intervene (GTTI) during business hours

GTTI is defined as the span of time from when a fault ticket is opened by the customer until the time when ABSOLUTE PAYMENT SOLUTIONS Helpdesk acknowledges the ticket and begins troubleshooting.

Guaranteed Time to Repair (GTTR) during business hours

GTTR is defined as the span of time from when a fault ticket is opened until the time when a fix is applied.

ABSOLUTE PAYMENT SOLUTIONS commits that the ABSOLUTE PAYMENT SOLUTIONS Helpdesk will respond to incidents related to the ABSOLUTE PAYMENT SOLUTIONS platform within the following timescales – Please note that ABSOLUTE PAYMENT SOLUTIONS may rely on third party vendors to provide services on which the ABSOLUTE PAYMENT SOLUTIONS service is dependent:

Severity Level 1 Incidents	GTTI: 1 Hour Status update: every 4 hours until resolution GTTR: 24 hours
Severity Level 2 Incidents	GTTI: 2 Hour Status update: every 6 hours until resolution GTTR: 48 hours
Severity Level 3 Incidents	GTTI: 3 hours Status update: upon resolution GTTR: 72 hours

Severity levels are set by ABSOLUTE PAYMENT SOLUTIONS within the ABSOLUTE PAYMENT SOLUTIONS fault ticketing system.

Disruption to Service
In an event of a service Outage, and subject to the terms and conditions of this Schedule 9, the Customer will be entitled to a Service Credit to be applied against the next Invoice delivered by ABSOLUTE PAYMENT SOLUTIONS.

For purposes of this Schedule 9, a Service Credit is calculated using a standardized 30-day month equalling 720 hours, and hence the credit is calculated as a percentage of the monthly fee.

$$\text{Outage Credit} = \frac{((720 - \text{maintenance outages}) - (\text{hours of outage}))\,(720 - \text{maintenance outages}) \times 100}{(720 - \text{maintenance outages})}$$

Service Availability		Credit Amount
Upper-Level	Lower Level	(Eligible credit % for affected Service)
< 99.99 %	97.99 %	5 %
< 97.99 %	96.99 %	10 %
< 96.99 %	95.99 %	25 %
< 95.99 %	93.99 %	50 %

Example service fails for 1 full day (24 hours).

$$\text{Outage Credit} = \frac{((720 - 0) - (24))\,*\,(720 - 0) * 100}{720 - 0} = \frac{(720 - 24) * 720 * 100}{720} = 96.66\%$$

25% credit against 1 months fee for the affected service, the fees are calculated annually and so the annual fee divided into 12 months and the 1 affected month discounted by 25%.

The effective services are:

- DDMS software
- BACS Submission Software
- Bureau Services
- Support Service
- BACS and SEPA for Salesforce

If the affected month is with 3 months of the annual renewal date (fees to be paid annually up front), the credit will be added to the next invoice, else a credit and refund will be issued.

7 SERVICE SUPPORT MODEL

ABSOLUTE PAYMENT SOLUTIONS provides UK Business Hours support coverage via the ABSOLUTE PAYMENT SOLUTIONS Helpdesk. who provide 1st level support for all change management and incident management.

Support Model

Incident Management

All ABSOLUTE PAYMENT SOLUTIONS related fault issues must be reported to the ABSOLUTE PAYMENT SOLUTIONS Helpdesk by emailing support@absolutepayments.com

An automated fault ticket will be raised and assigned to the appropriate solution source.

Once the issue has been resolved an email will be sent to the customer informing them of the resolution. The fault ticket will then be updated and closed by the ABSOLUTE PAYMENT SOLUTIONS Helpdesk. A full fault report will then be issued within 72 hours of resolution.

Change Management

All ABSOLUTE PAYMENT SOLUTIONS related service issues regarding additions, changes and amendments must be reported to the ABSOLUTE PAYMENT SOLUTIONS Helpdesk by emailing support@absolutepayments.com. An automated ticket will be raised and assigned to the appropriate solution source.

Once the issue has been resolved an email will be sent to the customer informing them of the resolution. The ticket will then be updated and closed by the ABSOLUTE PAYMENT SOLUTIONS Helpdesk

Customer Contacts

Due to the sensitive nature of payment processing ABSOLUTE PAYMENT SOLUTIONS will only accept service/fault tickets from the following:

Title	Responsibility	Availability	Contact Details	
Deputy Finance Director	Financial Systems Accountant	8.30 – 5.30	CLIENT EMAIL ADRESS	CONTACT NUMBER
Systems Accountant	System administrator	9 – 5		
Billing Specialist	System administrator	9 – 6		
Financial accountant	System administrator	10-6		
Financial Controller	System administrator	10-6		
Assistant Financial accountant	Order management (direct debits)	10-6		

Priority Definitions

Severity levels are set by ABSOLUTE PAYMENT SOLUTIONS using the Severity Levels defined below.

Severity levels are set by ABSOLUTE PAYMENT SOLUTIONS within the fault ticketing system.

Severity 1 Critical

Incident causing critical impact to the business function(s) or End User(s). Justifies immediate management attention and dedicated resources applying continuous efforts to resolve as soon as possible.

Severity 2 High

Incident causing degradation of service resulting in impact to business function of End User. Impact justifies priority attention and application of resources to resolve in a timely manner.

Severity 3 Medium

Incident causing low impact to business function(s) and End Users).

Requires timely resolution to minimize future impacts. Resources should be allocated in accordance with normal managerial planning prioritization.

Severity 4 Low or Planned

Request for Information, other requests that do not have any immediate impact to the provided service.

8 ESCALATION MANAGEMENT

ABSOLUTE PAYMENT SOLUTIONS Escalation

The Escalation Process in respect of the ABSOLUTE PAYMENT SOLUTIONS service is managed by the ABSOLUTE PAYMENT SOLUTIONS Helpdesk in accordance with the following table:

Escalation Level	Elapsed Time	ABSOLUTE PAYMENT SOLUTIONS Management Escalation	ABSOLUTE PAYMENT SOLUTIONS Technical Escalation
1	60 minutes	ABSOLUTE PAYMENT SOLUTIONS Helpdesk	Engineer
2	12 Hours	Account Manager	Technical Manager
3	24 Hours	Chairperson	CTO

9 Billing

Invoices are generally raised in accordance with a schedule agreed prior to the commencement of a project and should be settled 30 days after the date of the invoice.

The Credit Control department is manned during office hours. When requested, copy invoices and/or statements of account will be actioned no later than the end of the next Working Day. These will be provided either as an e-mail attachment, fax, or post.

Issues regarding invoicing and payment can be raised by e-mailing accounts@absolutepaymentsolutions.co.uk

Appendix A – Escalation Contacts

Escalation Level	ABSOLUTE PAYMENT SOLUTIONS	Customer
1	ABSOLUTE PAYMENT SOLUTIONS Helpdesk +44 (0) 148 224 7880 Email: support@absolutepayments.com	NEW CLIENT NMAE TITLE ADRESS AND CONTACT DETAILS
2	Head of Development Kedar Chinchvalkar Telephone: Mobile: Email: kedar.chinchvalkar@absolutepaymentsolutions.co.uk	
3	Head of Operations Ellen Stannard Telephone: +Mobile: Email: ellen.stannard@absolutepaymentsolutions.co.uk	
4	Head of Customer Service David Coulson Telephone: + Mobile: + Email: david.coulson@absolutepaymentsolutions.co.uk	
5	CEO Paul Harvie Telephone: + Mobile: + Email: paul.harvie@absolutepaymentsolutions.co.uk	