

Decision Focus SaaS agreement

PARTIES

1. **Decision Focus UK Limited**, a company incorporated in England and Wales (registration number 7467633) having its registered office at Suffolk House, George Street, Croydon, Surrey, CR0 0YN, UK (the "**Provider**"); and
2. [COMPANY NAME] a company incorporated in England and Wales registration number [NUMBER] having its registered office at [CUSTOMER ADDRESS] (the "**Customer**").

BACKGROUND

1. The purpose is to introduce the Decision Focus platform to be used for supporting the Customer's [risk management processes].
3. The Provider and the Customer therefore wish to enter into a contract in accordance with the provisions of this Agreement.

AGREEMENT

1. Definitions

- 1.1 In this Agreement, except to the extent expressly provided otherwise:

"**Account**" means an account enabling a person to access and use the Software Services, including both administrator accounts and user accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in United Kingdom;

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

"**Charges**" means the amounts set out in Schedule 1 Part B as varied from time to time in accordance with clause 9.3;

" **Confidential Information**" means:

- (a) any information disclosed by or on behalf of a party to the other during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) is marked or described as "confidential"; or
 - (ii) should reasonably be understood by the receiving party 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 Software Services by the Customer;

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, the General Data Protection Regulation (Regulation (EU) 2016/679 ("GDPR"), the UK version of the GDPR ("UK GDPR") in each case as replaced, varied or amended from time to time along with relevant supplementary and subordinate legislation);

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

"Effective Date" means [INSERT DATE];

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including without limitation 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, explosions, fires, floods, riots, terrorist attacks, epidemics, pandemics or wars);

"Good Industry Practice" means in relation to any undertaking and any circumstances, the exercise of the degree of skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

"Intellectual Property Rights" means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Hosted Services" means any and all hosting services to be provided by the Provider to the Customer in relation to the provision of the hosted Cloud services;

"Maintenance Services" means the general maintenance of the Platform and Software Services, and the application of Updates and Upgrades;

"Minimum Term" means, in respect of this Agreement, the period of [36 months] beginning on the Effective Date;

"Personal Data" has the meaning given to it in the Data Protection Laws ;

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

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means provision of Software Services, the Set-Up Services, Maintenance Services and Support Services (or any other services) that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

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

"Software Services" means Decision Focus Software Platform, as specified in the Software Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"Software Services Specification" means the specification for the Platform and Software Services set out in Part A of Schedule 1 (Software Services Particulars) and in the Documentation;

"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 this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 17.

3. Hosted Services

- 3.1 The Provider shall provide the Hosted Services to the Customer.
- 3.2 The Provider shall use reasonable endeavours to ensure that the Hosted Services are provided upon or promptly following the Effective Date.

4. Software Services

- 4.1 The Provider shall provide the Software Services to the Customer during the Term in accordance with Good Industry Practice. The Provider shall create an Account for the Customer and provide to the Customer login details for that Account on or promptly following the Effective Date.
- 4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Software Services by means of a Supported Web Browser 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 Software Services may only be used by the officers and employees of the Customer with registered individual email addresses under the Customer's domain name globally (unless otherwise agreed); and
 - (b) the Software Services may be used by up to the number of concurrent users specified in Part B of Schedule 1, provided that the Customer may add or remove concurrent user licenses in accordance with the procedure set out therein.
- 4.4 Except to the extent expressly permitted in this Agreement 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 Software Services;
 - (b) the Customer must not permit any unauthorised person to access or use the Software Services;
 - (c) the Customer must not use the Software Services to provide services to third parties; and
 - (d) the Customer must not republish or redistribute any content or material from the Software Services.
- 4.5 The Customer shall use its best endeavours, including state of the art security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Software Services using an administrator Account.
- 4.6 The parties acknowledge and agree that Schedule 3 (Availability SLA) shall govern the availability of the Software Services.
- 4.7 The Customer must comply with Schedule 2 (Acceptable Use Policy) and must ensure that all persons using the Software Services comply with it.
- 4.8 The Customer must not use the Software Services in any way that causes, or may cause, damage to the Software Services or Platform or impairment of the availability or accessibility of the Software Services.
- 4.9 The Customer must not use the Software 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.

4.10 For the avoidance of doubt, the Customer has no right or license to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

5. Set Up, Maintenance and Support Services

- 5.1 The Provider shall provide the Services to the Customer during the Term in accordance with Good Industry Practice.
- 5.2 The Provider shall provide the Maintenance Services in accordance with Schedule 4 (Maintenance SLA).
- 5.3 The Provider shall provide the Support Services in accordance with Schedule 5 (Support SLA).

6. Customer obligations

- 6.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, in a timely manner 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 this Agreement.
- 6.2 The Customer must provide to the Provider, or procure for the Provider, in a timely manner 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 this Agreement.

7. Customer Data

- 7.1 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 solely to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

- 7.2 The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with this Agreement 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.
- 7.3 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 Customer Data 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 10 days.

8. No assignment of Intellectual Property Rights

- 8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.
- 8.2 Use of Logo. The Customer grants the Provider permission to use its name, logo, branding and public relations materials and other communications solely to identify the Customer as a customer of the Provider. The Provider shall include a trademark attribution notice giving notice of the Customers' ownership of its trademarks in the marketing materials in which the Customers' name and logo appear. The Provider will:
- (a) follow the Customers' brand guidelines, where these are provided by the Customer; and
 - (b) inform the Customer of any intended use of name, logo or branding.

9. Charges

- 9.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 9.2 All amounts stated in or in relation to this Agreement 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.
- 9.3 The Provider may elect to vary any element(s) of the Charges no more than once in a contractual year by giving to the Customer not less than 90 days' written notice of the variation.

10. Payments

- 10.1 The Provider shall issue invoices for the Charges to the Customer In advance of the period to which they relate.
- 10.2 The Customer must pay undisputed Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with Clause 10.1.
- 10.3 The Provider may suspend the provision of the Software Services if any undisputed amount due to be paid by the Customer to the Provider under this

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 Software Services on this basis.

- 10.4 In addition, if the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may charge the Customer interest on the overdue amount at the rate of 2% 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).

11. Confidentiality

11.1 Each Party must:

- (a) keep the Confidential Information strictly confidential;
- (b) not disclose the Confidential Information to any person without the disclosing party's prior written consent, and then only under conditions of confidentiality approved in writing by the disclosing party;
- (c) use the same degree of care to protect the confidentiality of the Confidential Information as used to protect their 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 Confidential Information.

- 11.2 Notwithstanding Clause 11.1, the Parties may disclose the Confidential Information to their respective officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

11.3 This Clause 11 imposes no obligations with respect to Confidential Information that:

- (a) is known to the Party before disclosure under this Agreement and is not subject to any other obligation of confidentiality; or
- (b) is or becomes publicly known through no act or default of the receiving Party.

- 11.4 The restrictions in this Clause 11 do not apply to the extent that any 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 any recognised stock exchange.

- 11.5 The provisions of this Clause 11 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

12. Data protection

- 12.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data. The Provider shall only process the Customer Personal Data on the documented instructions of the Customer for the purposes specified in Schedule 6 (Data processing information).
- 12.2 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 this Agreement.
- 12.3 All data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, data subjects), with Data Protection Laws;
- 12.4 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories and types specified in Schedule 6 (Data processing information); it will not provide (or cause to be provided) any Sensitive Data to Provider for processing under this Agreement, and Provider will have no liability whatsoever for Sensitive Data, howsoever arising.
- 12.5 The Provider shall only process the Customer Personal Data during the Term, subject to the other provisions of this Clause 12. The Provider shall delete 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. Customer shall reflect this retention policy in its privacy policy in order to inform data subjects that the Provider will not retain their data after termination of the Agreement.
- 12.6 Provider will not transfer the Personal Data to a Sub-processor located in a country outside of the United Kingdom which is not recognised by the UK's data protection Regulator or UK government to have an adequate level of protection in accordance with Data Protection Laws unless the transfer by Provider of the Personal Data is effected by such legally enforceable mechanism(s), such as the approved "Standard Contractual Clauses" (as approved pursuant to the GDPR and/or UK GDPR) for transfers of personal data as may be permitted under Data Protection Laws from time to time.
- 12.7 Notwithstanding any other provision of this 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.
- 12.8 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.

- 12.9 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.
- 12.10 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, third parties within the categories identified in Schedule 6 (Data processing information).
- 12.11 The Provider shall, insofar as possible and taking into account the nature of the processing, 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 subject to reimbursement of the Provider's reasonable costs by the Customer.
- 12.12 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 shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 24 hours following the Provider becoming aware of the breach. 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 12.11.
- 12.13 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 12 and the Data Protection Laws.
- 12.14 The Provider shall allow for and contribute to audits, including inspections, no more than once per contractual year, upon reasonable notice, conducted by the Customer's external auditor in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 12. 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 12.13.
- 12.15 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 this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

13. Warranties

- 13.1 The Provider warrants to the Customer that:

- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

- (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 this Agreement; and
- (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.
- (d) the Platform and Software Services will conform in all material respects with the Software Services Specification;
- (e) the Platform will incorporate security features reflecting the requirements of Good Industry Practice.

13.2 If the Provider reasonably determines, or any third party alleges, that the use of the Software Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Customer's sole remedy shall be for the Provider at its own cost and expense to select the more commercially reasonable option of:

- (a) either modifying the Software Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procuring for the Customer the right to use the Software Services in accordance with this Agreement.

13.3 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.4 The parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. Acknowledgements and warranty limitations

14.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Software Services will be wholly free from defects, errors and bugs. However, the Provider shall use commercially reasonable endeavours to ensure that the Services will be free from defects, errors and bugs.

14.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Software Services will be entirely secure. However, the Provider shall use commercially reasonable endeavours to ensure that the Services will be secure.

14.3 The Customer acknowledges that the Software Services are designed to be compatible only with that software and those systems specified as compatible in the Software Services Specification; and the Provider does not warrant or

represent that the Software Services will be compatible with any other software or systems.

- 14.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Software Services or the use of the Software Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

15. Limitations and exclusions of liability

- 15.1 Nothing in this Agreement 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 liability in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

- 15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:

- (a) are subject to Clause 15.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

- 15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event,

- 15.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

- 15.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

- 15.6 Neither party shall be liable to the other party in respect of any loss of use or production.

- 15.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

- 15.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software; provided that this Clause 15.8 shall not protect the Provider unless the Provider has complied with its obligations under Clause 7.3.

- 15.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 15.10 Each party's maximum aggregate liability to the other under this Agreement for any claim or claims howsoever arising (except with regard to fees owed to the Provider) shall be limited to the fees paid under this Agreement in the relevant contractual year.

16. Force Majeure Event

- 16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 16.2 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 this 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.
- 16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

- 17.1 Either party may terminate this Agreement by giving to the other party not less than 90 days' written notice of termination expiring at the end of the Minimum Term or subsequent fixed term ("Renewal Term") of this Agreement.
- 17.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
 - (b) the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within a period of 30 days following receipt of written notice from the party requiring the breach to be remedied;
 - (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach); or
 - (d) a Force Majeure Event delays or prevents the delivery of the Software Services for more than 90 days.
- 17.3 Either party may terminate this 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; or
- (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 this Agreement).

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

- (a) any undisputed amount due to be paid by the Customer to the Provider under this Agreement remains unpaid by 30 days after the due date; and
- (b) the Provider has subsequently given to the Customer written notice of its intention to terminate this Agreement in accordance with this Clause 17.4.

18. Effects of termination

18.1 Upon the termination of this Agreement, the provisions of this Agreement that reasonably should come into or continue to have effect on or after termination shall survive and continue to have effect.

18.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of this Agreement for any reason the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement, without prejudice to the parties' other legal rights.

19. Assignment

19.1 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under this Agreement.

- 19.2 The Provider hereby agrees that the Customer may assign, transfer or otherwise deal with the Customer's contractual rights and obligations under this Agreement except that the Agreement may not be assigned to a competitor of the Provider.

20. No waivers

- 20.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
- 20.2 No waiver of any breach of any provision of this 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 this Agreement.

21. Severability

- 21.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 21.2 If any (sub-)provision of this Agreement is deemed by a court in a relevant jurisdiction to be unlawful and/or unenforceable but it 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.

22. Third party rights

- 22.1 This Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.
- 22.2 The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

23. Variation

- 23.1 This Agreement may not be varied except in accordance with this Clause 23.
- 23.2 This Agreement may be varied by means of a written document signed by or on behalf of each party.

24. Entire agreement

- 24.1 The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

25. Law and jurisdiction

- 25.1 This Agreement shall be governed by and construed in accordance with English law.

25.2 Any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England.

26. Interpretation

26.1 In this Agreement, 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.

26.2 The Clause headings do not affect the interpretation of this Agreement.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY, on duly authorised for and on behalf of the Provider:

..... (Signature)

..... (Title)

SIGNED BY, on duly authorised for and on behalf of the Customer:

..... (Signature)

..... (Title)

SCHEDULE 1 (SOFTWARE SERVICE PARTICULARS)

Part A – Software Service Specification

1. Overview

1.1 The Provider shall provide the Customer:

- a) with a dedicated environment on the Platform, which is a highly configurable platform; and
- b) with the Services pursuant to this Agreement to support the Customer's [risk management requirements].

(the "**Solution**").

1.2 The Provider will further ensure that the Solution enables enterprise risk management within the Customer's group such that there is:

- a) real-time visibility into the Customer's risk management processes;
- b) Live dashboards for at-a-glance insights; and
- c) Structured information to enable reporting and oversight.

1.4 The Software Services (data centre) is located in the [UK].

2. Implementation

Professional services necessary to set up, configure and test the Software Services and to ensure data migration and transition to the Software Services (these services have been outlined in Part B of Schedule 1).

3. Specification of Software Services

As set out in the Part B 'Commercials' below.

4. Charges

As set out in Part B 'Commercials' below.

5. Contractual notices

Any notice to be given under the Agreement shall be in writing and signed and may be served by leaving it at or sending it by a method providing proof of delivery to either the Customer or Provider's address below:

Provider: Decision Focus Limited, Suffolk House, George Street, Croydon, CR0 0YN

Customer: [CUSTOMER ADDRESS]

Scope of Work

The Customer is looking to [insert detail]. It is understood from discussions with the Customer that there may be scope in later phases to cover other areas such as [insert detail].

This Statement of Work covers the work for [insert detail].

Step 1 Establish environment

Decision Focus will establish the base workspace within the Customers production and development servers.

Step 2 Final Validation of Requirements

Decision Focus will work with the Customer to agree the final requirements.
High level business requirements:

[Insert Requirements]

Step 3 Deliver Configuration

Decision Focus will work with the Customer to agree the configuration establishing the data schema, view definitions and roles identified.

This work is to establish Decision Focus as the GRC system, to build, covering the following areas for the relevant entities:

[Insert Scope]

Step 4 Refinement

Once established, Decision Focus will make will adjustments to the configuration to cater for requests for changes to the views, dashboards and roles which arose in step 2.

SCHEDULE 2 (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, 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 Decision Focus (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.

2. General usage rules

- 2.1 This Policy is to be provided to each end user and require their explicit acceptance.
- 2.2 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 the relevant jurisdiction(s) and under corresponding applicable law).
- 3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
- (a) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (b) infringe any right of confidence, right of privacy or right under data protection legislation; or
 - (c) 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. Harmful software

- 4.1 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.
- 4.2 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 3 (AVAILABILITY SLA)

1. Introduction to availability SLA

- 1.1 This Schedule 3 sets out the Provider's availability commitments relating to the Software Services.
- 1.2 In this Schedule 3, "uptime" means the percentage of time during a given period when the Software Services are available at the gateway between public internet and the network of the hosting services provider for the Software Services as calculated under availability (section 2) and subject to the exceptions (section 3) below.

2. Availability

- 2.1 The Provider shall use reasonable endeavours to ensure that the uptime for the Software Services is at least 98.5% during each calendar month.
- 2.2 The Provider shall be responsible for measuring uptime and shall do so using the following methodology: (uptime is calculated as follows: for a single month, the aggregate amount of actual uptime expressed as a percentage of the Scheduled Uptime (i.e., $\text{Availability} = (\text{Actual Uptime} / \text{Scheduled Uptime}) * 100$).

3. Exceptions

- 3.1 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 Paragraph 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;
 - (d) a fault or failure of the Customer's computer systems or networks;
 - (e) any breach by the Customer of this Agreement; or
 - (f) scheduled or emergency maintenance carried out in accordance with this Agreement.

SCHEDULE 4 (MAINTENANCE SLA)

1. Introduction

- 1.1 This Schedule 4 sets out the service levels applicable to the Maintenance Services.

2. Scheduled Maintenance Services

- 2.1 The Provider shall, where reasonably practicable, give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Software Services or are likely to have a material negative impact upon the Software Services, without prejudice to the Provider's other notice obligations under this Schedule 4.
- 2.2 The Provider shall provide all scheduled Maintenance Services where reasonably practicable outside Business Hours.

3. Updates

- 3.1 The Provider can inform the Customer regarding updates to the Platform upon request.
- 3.2 The Provider shall apply Updates to the Platform as follows:
 - (a) third party security Updates shall be applied to the Platform promptly following release by the relevant third party, provided that the Provider may acting reasonably decide not to apply a particular third party security Update;
 - (b) the Provider's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and
 - (c) other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Customer or agreed by the parties from time to time.

4. Upgrades

- 4.1 The Provider shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.
- 4.2 The Provider shall apply each Upgrade to the Platform within the period notified by the Provider to the Customer.

SCHEDULE 5 (SUPPORT SLA)

1. Introduction

- 1.1 This Schedule 5 sets out the service levels applicable to the Support Services.

2. Helpdesk

- 2.1 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 5.
- 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 via the Provider's web-based ticketing system.
- 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 except as set out under clause 2.4 of this Schedule.

3. Response and resolution

- 3.1 Issues raised through the Support Services shall be categorised as follows:
- (a) critical: the Software Services are inoperable or a core function of the Software Services is unavailable;
 - (b) serious: a core function of the Software Services is significantly impaired;
 - (c) moderate: a core function of the Software Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software Services is significantly impaired; and
 - (d) minor: any impairment of the Software Services not falling into the above categories; and any cosmetic issue affecting the Software 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.
- 3.4 The Provider shall use reasonable endeavours to resolve issues raised through the Support Services promptly.

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 Provider shall have no obligation to provide Support Services in respect of any issue caused by:
- (a) the improper use of the Software Services by the Customer; or
 - (b) any alteration to the Software Services made without the prior consent of the Provider.

SCHEDULE 6 (DATA PROCESSING INFORMATION)

1. Scope of processing

Provider shall process the Personal Data hereunder exclusively within the scope of the provision of the Software Services.

2. Purpose of Processing.

Provider shall process Personal Data only for the purposes of enabling the Customer to use the Software Services.

3. Categories of data subject

Active users authorised by the Customer for access to the Platform.

4. Types of Personal Data

- First Name, Surname and email address.

5. Special categories of Personal Data

N/A. The Customer shall not provide special category personal data to the Provider.

6. Purposes of processing

Management of user access, improved user experience, helpdesk channel.

7. Duration of Processing

Provider shall process Personal Data for the duration specified under clause 13 of the Agreement.

8. Sub-processors of Personal Data

Cloud and email API service providers.

AWS (Amazon Web Services EMEA SARL (Company Number FC034225), Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855, Luxembourg,

and

Twilio UK Ltd T/A Sendgrid (Company Number 07945978), 100 New Bridge Street, London, United Kingdom EC4V 6JA

Written notice of changes to the list of sub provider will be provided to the Customer for review 10 working days prior their inclusion.