



G-Cloud 15 (RM1557.15)

Terms & Conditions

Accelerate Limited



MANAGED SERVICES AGREEMENT (“MSA”)

Definitions:

Buyer: the legal entity named in any Order Form, Call-Off Contract, or other document signed by both Parties.

Call-Off Contract a contract for the supply of services entered into by the Buyer and the Supplier pursuant to this MSA and the applicable G-Cloud Framework, under which the Buyer may place orders for services in accordance with the terms of this MSA and the G-Cloud Framework.

Effective Date: the date this MSA is signed by both Parties, or where the Managed Services are procured under the G-Cloud Framework, the Start Date specified in the applicable Call-Off Contract.

G-Cloud Framework: the Crown Commercial Service (CCS) framework agreement for the provision of cloud services, including the Digital Marketplace, under which the Buyer may procure cloud-based services from suppliers who have been appointed to the framework in accordance with its terms and conditions.

Initial Term: 12 months from the Effective Date or where the Managed Services are procured under the G-Cloud Framework, as specified in the applicable Call-Off Contract.

Intellectual Property Rights or IPR: all intellectual property rights of any kind, including patents, utility models, rights to inventions, copyright and neighbouring rights, moral rights, trade marks, service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information, and all other rights of a similar nature in any part of the world, whether registered or unregistered.

Managed Services: the collection of Service Items provided by the Supplier to the Buyer as described in the Order Form, or where the Managed Services are procured under the G-Cloud Framework, within the Call-Off Contract.

Managed Services Specification: the specification for the Managed Services as described in the Order Form, or the Call-Off Contract if being procured under the G-Cloud Framework.

Order Form: a document (including any online form) authorised by the Supplier and agreed between the parties that sets out the Managed Services, Fees, and any other specific terms.

Party: the Supplier or Buyer referred to individually as the context requires throughout this MSA.

Parties: the Supplier and Buyer collectively referred throughout this MSA.

Referenced Agreements: collectively, the agreements or policies governing each service referenced in the Service Categories and any other service-specific document referenced in this MSA or the agreements governing each of the Service Categories and, where applicable, as attached in Schedule 4.

Service Categories or Service Category: collectively or individually the services referred to in clause 1.2, each governed by the service category’s respective separate agreement or policy.

Service Specifications: the detailed specifications for Managed Services as set out in the Order Form or the Call-Off Contract if being procured under the G-Cloud Framework.

Start Date: the date the Managed Services shall commence as set out in the Order Form or applicable Call-Off Contract.

Supplier: Accelerate Limited.

Supplier's Trust Centre: the Supplier's online trust centre found at <https://accelerate.com/trust>

Term: the Initial Term and any renewal periods in accordance with this MSA and as stipulated in any applicable Order Form, or if the Buyer is procuring the Managed Services under the G-Cloud Framework, as stipulated in the Call-Off Contract.

Agreed Terms

1. Service Provision

- 1.1. The Supplier shall provide Managed Services to the Buyer in accordance with the terms of this MSA and the applicable Service Specifications.
- 1.2. The Managed Services encompass the coordination, delivery and management of multiple Service Categories provided by the Supplier, which may include:
 - a. IntegrationHub as defined and governed by the IntegrationHub Terms of Service;
 - b. Professional Services as defined and governed by the Professional Services Terms;
 - c. Zoom Licenses as defined and governed by the Zoom Subscription Terms of Service;
 - d. Support Services as defined and governed by the Support Services Policy applicable to the service being provided by the Supplier;
 - e. ChangeWorks as defined and governed by the ChangeWorks Policy in Schedule 2;
 - f. SuccessLine as defined and governed by the SuccessLine Policy in Schedule 3.
- 1.3. Unless otherwise stipulated in this MSA, the Service Categories are governed by the relevant Referenced Agreements, which are incorporated into this MSA by reference. Any applicable Order Form shall prevail over this MSA. Where the Managed Services are procured under the G-Cloud Framework, the applicable Call-Off Contract shall prevail over any Order Form, Referenced Agreement and this MSA in respect of the services provided under the Call-Off Contract. Subject to the foregoing, where there is any conflict between the terms of this MSA and the terms of any Referenced Agreement, the terms of the Referenced Agreement

shall prevail in respect of the specific services provided under that Referenced Agreement.

- 1.4. The Supplier may add additional Service Categories to the Managed Services by mutual agreement with the Buyer, provided that such additional services are accompanied by appropriate terms and conditions.
- 1.5. The specific scope, deliverables, performance standards and service levels (as applicable) for each service category shall be as set out in the relevant Referenced Agreement.
- 1.6. The Supplier shall make available to the Buyer copies of all Referenced Agreements upon request or provide access to current versions through the Supplier's website or an online portal.

2. Ordering

- 2.1. The Buyer may procure services under this MSA through placing an order with the Supplier, by any of the following methods:
 - a. execution of an Order Form by both Parties;
 - b. written acceptance signed by the Buyer of a proposal or quotation provided by the Supplier;
 - c. completion of an online acceptance process authorised by the Supplier (e.g. an authorised marketplace); or
 - d. issuing a Call-Off Contract to the Supplier, which shall be:
 - i. in writing or electronic form;
 - ii. specify the services to be provided, the applicable timeframe, and any other relevant requirements; and
 - iii. be subject to the terms of this MSA and the applicable G-Cloud Framework Agreement.
- 2.2. An order becomes binding upon the earliest of:
 - a. execution of an Order Form by both Parties;
 - b. the Supplier's written acceptance of the Buyer's order; or
 - c. commencement of service delivery by the Supplier.
- 2.3. Where the Buyer orders services through an online acceptance process authorised by the Supplier, the Buyer's completion of such process shall constitute acceptance of the relevant terms and the order shall be binding immediately upon completion.

- 2.4. Where the Buyer orders services through a Call-Off Contract, the Supplier's written or electronic acceptance of the Call-Off Contract, or commencement of performance of the relevant services specified in the Call-Off Contract shall be binding.

3. Fees and Payment

- 3.1. The fees for Managed Services shall be as set out in the applicable Order Form, or in the event the services are provided under the G-Cloud Framework, the relevant Call-Off Contract.
- 3.2. Fees for services provided under the Referenced Agreements shall be determined in accordance with the pricing provisions set out in any applicable Order Form, or in the event the services are provided under the G-Cloud Framework, the relevant Call-Off Contract.
- 3.3. Unless otherwise specified in the Service Specifications or applicable Referenced Agreement, all charges are exclusive of value added tax and any other applicable taxes, duties or levies which shall be paid by the Buyer.
- 3.4. The Supplier shall invoice the Buyer in accordance with the Order Form, or for any services provided under the G-Cloud Framework, in accordance with the applicable Call-Off Contract.
- 3.5. Invoicing for services governed by the Referenced Agreements shall be in accordance with the payment terms specified in those Referenced Agreements.
- 3.6. Payment of invoices shall be due within 30 days of the invoice date unless otherwise specified in a Referenced Agreement.
- 3.7. The Supplier may suspend access to the services and charge interest on any outstanding amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue on a daily basis from the due date until paid in full. The suspension of the Buyer's account will not relieve the Buyer of its obligation to pay such invoices or any other Fees payable to the Supplier.

4. Intellectual Property

- 4.1. The Parties acknowledge that no IPR shall pass from one Party to another Party under this MSA and that any IPR arising in connection with the Service Categories shall be dealt with exclusively in accordance with the IPR provisions in the applicable Referenced Agreements for those Service Categories.
- 4.2. Where Managed Services are provided that are not covered by the Referenced Agreements, all IPR in any materials, deliverables, or work product created by the Supplier in the provision of the Managed Services shall remain the property of the Supplier.

- 4.3. The Buyer grants the Supplier a non-exclusive, royalty-free licence to use Buyer's IPR solely to the extent necessary for the Supplier to perform its obligations under this MSA for the Term.
- 4.4. In the event of any inconsistency between the provisions of this clause 4 and the IPR provisions of an applicable Call-Off Contract, the IPR provisions of the Call-Off Contract shall prevail in respect of the services provided under that Call-Off Contract.

5. Limitation of Liability

- 5.1. Nothing in this MSA excludes the liability of the Supplier:
 - a. for any liability that cannot be excluded by law;
 - b. for death or personal injury caused by the Supplier's negligence; or
 - c. for fraud or fraudulent misrepresentation.
- 5.2. Subject to clause 5.1:
 - a. The Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill and/or similar losses or loss of use or corruption of software or data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising under this MSA; and
 - b. The Supplier's 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 MSA other than in respect of any Referenced Agreement, shall be limited to the total fees paid or payable by the Buyer to the Supplier under this MSA in the 12 months immediately preceding the event giving rise to the claim. Fees relating to any Service Categories covered by Referenced Agreements are excluded from this cap.
 - c. The liability of each Party in respect of the Service Categories shall be governed by the relevant liability provisions set out in the applicable Referenced Agreements for those Service Categories.

6. Data Protection

- 6.1. For the purposes of this clause 6, the terms **Controller, Processor, Data Subject, Personal Data, Personal Data Breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.

- 6.2. Both Parties will comply with the applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 6.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is Controller and the Supplier is the Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 6.4. The Buyer shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Buyer for the duration and purpose of this MSA.
- 6.5. The Buyer shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this MSA:
- a. Process that Personal Data only on the documented written instructions of the Buyer which are set out in Schedule 1 unless the Supplier is required by law to otherwise process that Personal Data;
 - b. Ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of damage and the nature of the data to be protected;
 - c. Ensure that all personal who gave access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - d. Assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - e. Notify the Buyer without undue delay on becoming aware of a Personal Data Breach;
 - f. At the written direction of the Buyer, delete or return Personal Data and copies to the Buyer on termination of the MSA unless required by law to retain the Personal Data; and
 - g. Maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and allow for audits by the Buyer or the Buyer's designated auditor and immediately inform the Buyer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

- 6.6. The Buyer consents to the Supplier appointing those parties named Schedule 1 as third-party processors of Personal Data under this MSA. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 6, and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Buyer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 6.
- 6.7. The Supplier's Privacy Policy applies when it acts as data Controller outside of the MSA.

7. Term and Termination

- 7.1. The MSA shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with this MSA, for the Initial Term. The Managed Services shall commence on the Start Date specified in the applicable Order Form or Call-Off Contract.
- 7.2. Following expiry of the Initial Term, this MSA shall automatically renew for successive periods of 12 months unless either party provides 90 days written notice prior to the end of the then current term of its intention not to renew. Where the Managed Services are procured under the G-Cloud Framework, the term, expiry and any extension of the Call-Off Contract shall be as specified in that Call-Off Contract and this MSA shall not renew beyond the expiry of the Call-Off Contract.
- 7.3. Termination for any of the services falling under the Service Categories shall only be permitted in accordance with the Referenced Agreements. Such termination shall not affect this MSA, which shall remain in full force and effect.
- 7.4. The Parties may terminate this MSA immediately by written notice if:
- a. the other Party commits a material breach of this MSA and fails to remedy such breach within 30 days after receiving written notice of the breach; or
 - b. the other Party becomes insolvent, enters into liquidation, administration or receivership, or makes any arrangement with its creditors.
- 7.5. Termination of this MSA shall not affect:
- a. any accrued rights or liability of either party at the date of termination;
 - b. any Referenced Agreements that remain in force in accordance with their respective terms;
 - c. the completion of any services already commenced, which shall continue to be governed by the Referenced Agreements.

- 7.6. Upon termination of this MSA, each Party shall return or destroy all Confidential Information of the other Party in its possession or control, save to the extent required to be retained by law or for the performance of ongoing obligations under the Referenced Agreements.
- 7.7. The provisions of this MSA that by their nature should survive termination shall continue in force after termination, including but not limited to confidentiality, intellectual property, limitation of liability and dispute resolution provisions.

8. Notices

- 8.1. Any notice or other communication given to a Party under or in connection with this MSA shall be in writing and shall be:
 - a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - b. sent by email to:
 - i. Supplier: contractnotices@accelerate.com
 - ii. Buyer: the email address provided on the Order Form or Call-Off Contract or on record in the Buyer's account information.
- 8.2. Any notice or communication shall be deemed to have been received:
 - a. if delivered by hand, at the time the notice is left at the proper address;
 - b. if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or
 - c. if sent by email, at the time of transmission, or, if this time falls outside of Business Hours in the place of receipt, when Business Hours resume.

9. Modifications to this MSA

- 9.1. The Supplier may make modifications, deletion and additions to this MSA from time to time in accordance with this clause 9. Changes to this MSA will be posted online in the Supplier's Trust Centre and will indicate the latest version. The Buyer's continued use of the Services constitutes acceptance of the changes.
- 9.2. The Supplier may also modify, delete, and make additions to its policies by posting an updated version on the applicable webpage.

10. Assignment and other dealings

The Buyer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the MSA without the Supplier's prior written consent.

11. Entire Agreement

This MSA constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12. Force Majeure

Neither Party shall be in breach of this MSA nor liable for delay in performing, or failure to perform, any of its obligations under this MSA if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13. Waiver

A failure or delay by a Party to exercise any right or remedy provided under the MSA or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this MSA or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14. Severability

- 14.1. If any provision or part provision of this MSA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the MSA.
- 14.2. If any provision or part provision of this MSA is deemed deleted under clause 14.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Survival

- 15.1. Any provision of this MSA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this MSA shall remain in full force and effect.
- 15.2. Termination or expiry of this MSA shall not affect any rights, remedies, obligations or liability of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this MSA which existed at or before the date of termination or expiry.

16. Jurisdiction

The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the MSA, its subject matter or its formation (including non-contractual disputes or claims).

17. Governing Law

These MSA 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 laws of England and Wales.

Schedule 1 - Particulars of Processing

Scope	The Supplier is permitted to process personal data for the purpose of supplying the Managed Services to the Buyer.
Nature	The nature of processing the personal data consists of collection, recording, organisation, structuring, storage, consultation, use, disclosure and deleting data.
Purpose	The purpose of the processing is the supply of the Managed Services in accordance with the MSA.
Duration	For the Term, after which all data will be deleted.
Types of Personal Data	Business Contact Information of the Buyer's personnel. Any access to End Customer personal data occurs only after go-live and only to the extent that such access is required to support the Buyer's specific Zoom integration. Such data relating to individuals provided to the Supplier by the Buyer or any person the Buyer authorises or directs to engage with the Supplier in this context may include: • Name • Address • Email address • Phone number • Communication content provided by the Buyer, including from participation in voice, video, chat, SMS, WhatsApp, Facebook, email, or other means of communication through use of Zoom and the data in any underlying third-party platform. • Recordings or transcriptions of communications if such recording is permitted by the Buyer's administrator controls. If the Buyer provides or causes the processing of any special category data through its use of the Managed Services, it is the Buyer's sole responsibility to ensure all necessary legal bases for processing, including but not limited to, obtaining and maintaining all appropriate consents, and providing all required notices, are in place.
Categories of Data Subjects	• Buyer's Employees • Buyer's Agency Workers • Buyer's Contractors • End Customer
Hosting and Data Access Location	Personal data will be hosted in a region located in the UK and applicable to the Buyer's account configuration.

	Personal data will be accessed by the Supplier's personnel located in the UK for the purposes of providing or supporting the Managed Services.
Sub-processors	A full list of our sub-processors can be found below.

Sub-Processors

The following list provides information regarding the Sub-Processors that may have access to personal data when providing the Services to the Buyer.

Essential Sub-Processors Used to host personal data or provide specific functionalities within the Managed Services		
Entity Name	Types of Service	Location
Zoom	Used as a communication tool for communication with Buyer's team as part of providing the Managed Services.	EU
Microsoft	Used as a communication tool for communication with Buyer's team as part of providing the Managed Services.	UK
Zendesk	Used as a communication tool to assist with ChangeWorks support requests, allowing change requests and updates via the portal.	UK

Schedule 2 - ChangeWorks Policy

Definitions:

Change Request: a request submitted by the Buyer for a modification, enhancement or addition to the Managed Services but excludes requests relating to incident resolution, or services already included within the Supplier's Service Categories e.g. Professional Services.

Change Request Priorities: the level of priority assigned to a Change Request which shall determine the Target Delivery Time.

Exceptions: the accepted list of factors outside of the Supplier's control as set out in the Exceptions paragraph of this ChangeWorks Policy.

MAC credits: the service credits applied to Fees paid by the Buyer for ChangeWorks, as set out in the Order Form, or Call-Off Contract if ChangeWorks is being provided under the G-Cloud Framework.

Target Delivery Time: the target maximum amount of time the Supplier will endeavour to deliver a Change Request in accordance with the applicable Change Request priority.

Change Requests

The following outlines the Change Requests Priorities and Target Delivery Times:

Priority	Target Delivery Time
Category 1	Not applicable under ChangeWorks
Category 2	Not applicable under ChangeWorks
Category 3	36 Business Hours (target 90% compliance)
Category 4	72 Business Hours (target 90% compliance)

The following tables outline common Change Requests with the associated number of MAC credits that will be consumed for performing the action.

Zoom Phone & Zoom Contact Center Change Requests

Service Area	Action	MAC Credits
Users	Add Users	1 MAC credit
	Assign or Reassign Licences	1 MAC credit
	Modify Users	1 MAC credit
	Delete Users	1 MAC credit
Teams	Add Team	1 MAC credit
	Modify Team	1 MAC credit
	Delete Team	1 MAC credit
Roles	Add Role	1 MAC credit
	Modify Role	1 MAC credit
	Delete Role	1 MAC credit
Skills	Add Skill	1 MAC credit
	Modify Skill	1 MAC credit
	Delete Skill	1 MAC credit
Inbox	Add Inbox	1 MAC credit

	Modify Inbox Delete Inbox	1 MAC credit 1 MAC credit
Queues	Add Queue Modify Queue Settings Delete Queue	2 MAC credits 1 MAC credit 1 MAC credit
Phone Numbers	Add Telephone Numbers Assign or Reassign Telephone Numbers	1 MAC credit 1 MAC credit
Email Addresses	Add Email Address Assign or Reassign Email Address	1 MAC credit 1 MAC credit
Routing Profiles	Add Routing Profile Modify Routing Profile Delete Routing Profile	2 MAC credits 1 MAC credit 1 MAC credit
Dispositions	Add Dispositions or Disposition Sets Assign Dispositions or Disposition Sets Delete Dispositions or Disposition Sets	1 MAC credit 1 MAC credit 1 MAC credit
Address Book	Create Address Book Modify Address Book Delete Address Book	2 MAC credits 1 MAC credit 1 MAC credit
Waiting Rooms	Create Waiting Room Modify Waiting Room Delete Waiting Room	2 MAC credits 1 MAC credit 1 MAC credit
Campaign Management	Add Campaign Modify Campaign Delete Campaign	2 MAC credits 1 MAC credit 1 MAC credit
Assets/Media	Create Asset Modify Asset Delete Asset	1 MAC credit 1 MAC credit 1 MAC credit
Flows	Add Flow Modify Flow Delete Flow	3 MAC credits 2 MAC credits 1 MAC credit
Auto Receptionists	Add AR Modify AR Delete AR	3 MAC credits 2 MAC credits 1 MAC credit

The above is not an exhaustive list of tasks that may be performed but presents the most common tasks. For tasks outside of the above, upon receipt of a Change Request Supplier will determine the number of MAC credits required depending on the complexity of the task.

Zoom Virtual Agent Change Requests

Service Area	Action	Target Delivery Time
Zoom Virtual Agent	1 hour effort = 1 MAC credit	To be determined on a per Change Request basis

Upon receipt of a Zoom Virtual Agent Change Request Supplier will determine the number of MAC credits required and provide a Target Delivery Time depending on the complexity of the task.

Managed Service Contact Details

The primary channel for communication for ChangeWorks is: service.accelerate.com (Service Portal).

The Buyer's Contact Persons will be provided with login details for the service portal.

ChangeWorks Process

The following outlines the ChangeWorks process:

1. Request a MACD
All requests should be made by the Buyer to Supplier via the Supplier's Service Portal.
No other method of raising a Change Request will be accepted.
2. ChangeWorks Process
Supplier will handle Change Requests according to the following process:

Stages	Deliverables
1. Raise & Response	Change Request number assigned automatically
2. Review & Size	Supplier reviews and sizes Change Request
3a. Implement	Change Request is implemented
3b. Clarify	Supplier requests further information from Buyer to ensure quality or intended purpose of Change Request.
3c. Refuse	Change Request is refused (e.g. number of change requests for the current month has been exceeded, request is too large / complex to be performed within the scope of the service)
4. Change Request closure	Change Request verified by Buyer

Buyer acknowledges that the purpose of the ChangeWorks service is to support operational change, it is not designed as a replacement for Professional Services (sold separately) for deployment and advanced configuration, or for Technical Support or Incident Management.

The Supplier reserves the right to reject a Change Request due to complexity and size of the request but will commit to work with the Buyer to find alternative solutions including alternative commercials to support the Buyer in delivering the Change Request.

The monthly Change Requests fair usage policy set out in any applicable Order Form, or Call-Off Contract when procured under the G-Cloud Framework, applies. When the Buyer has consumed 80% of their Change Requests, Supplier will engage with the Buyer to discuss putting in place additional Change Requests. The Buyer has no obligation to purchase additional Change Requests. Once the included yearly number of Change Requests has been consumed, all further Change Requests will be rejected.

ChangeWorks Target Delivery Time

Save for in the event of Exceptions, Supplier shall endeavour to meet the Target Delivery Times for all Change Requests as set out above. A Business Hour is defined as an hour within which the ChangeWorks Services are provided, in this case between Monday-Friday 08:00-18:00, excluding Bank & Public Holidays in England & Wales. Time outside of these hours (including weekends and Bank Holidays) does not contribute towards the Target Delivery times and the

clock is effectively paused during these periods. For example, a Category 3 Change Request made on Monday at 08:00 would have a Target Delivery Time of by Thursday 14:00.

Exceptions

The accepted list of Exceptions is as follows:

- a) Buyer failing to meet its obligations under the Agreement;
- b) Buyer being in material breach of the Agreement;
- c) Distributed denial of service (DDoS) attacks;
- d) Buyer-initiated changes not co-ordinated or planned properly with Supplier;
- e) The failure of any third-party service providers who are outside of Supplier's control, where such failure causes network outages, material equipment failure or material internet connectivity issues;
- f) Any failure that may not be corrected because the Buyer or any Buyer appointed third-party service provider is inaccessible to the Supplier; or
- g) Any failure that cannot be corrected because the Buyer is inaccessible to the Supplier.

Schedule 3 - SuccessLine Policy

SuccessLine

SuccessLine is an on-going enablement service for organisations running their own Zoom CX platform. Accessed through Zoom/Microsoft Team Chat, SuccessLine gives direct access to certified Zoom CX specialists.

SuccessLine provides:

- **Expert support, on demand**
Direct access to Zoom-certified specialists via Zoom/Microsoft Team Chat.
- **Monthly Success Meetings**
Structured reviews focused on optimisation, roadmap alignment, and feature adoption.
- **Walkthroughs & Enablement**
Clear, practical guidance for new workflows and features.
- **"Mark my homework" quality assurance**
We review and validate changes before they go live.

SuccessLine Process

The following outlines the SuccessLine process:

- Supplier will arrange a monthly meeting with the Buyer at a mutually convenient time.
- Buyer will raise any questions, requests for help, training, enablement via the Zoom/Microsoft Team Chat Channel.
- Supplier will endeavour to respond to questions and requests via the Zoom/Microsoft Team Chat Channel in a timely manner.
- Where sensible and appropriate to do so, further meetings can and will be arranged at mutually convenient times.

Buyer acknowledges that the purpose of the SuccessLine service is to provide Zoom expertise to support the enablement and training of the Buyer in best using Zoom products and services, it is not designed as a replacement for Professional Services (sold separately) for deployment and advanced configuration, or for Technical Support or Incident Management. Supplier will not make any changes or implement new features on the Buyer's Zoom environment via the SuccessLine service.

Once the included monthly number of hours has been consumed, all further questions or request will be rejected until the 1st of the following month when the monthly number of hours resets. Any unused monthly hours expire on the last day of the month and cannot be carried or rolled over to future months.

The primary channel for communication for SuccessLine is: **Zoom/Microsoft Team Chat Channel** (Chat Channel). The Buyer's Contact Persons will be added to the Zoom Team Chat Channel.

Schedule 4 – Referenced Agreements

ZOOM SUBSCRIPTION TERMS OF SERVICE

Introduction

By signing or submitting an Order Form (whether in hard copy form or via an online ordering process) or accessing and using the Services provided by Accelerate Limited ("**Supplier**"), you, a person or legal entity, agree to be bound by the Zoom Subscription Terms of Service ("**ZS Terms**"). If you sign or accept an Order Form, or access the Services on behalf of a company or other legal entity, you represent that you have authority to bind such entity to the ZS Terms. If you do not have such authority, or if you do not agree with the ZS Terms, you must not accept it and may not use the Services.

For the purposes of the ZS Terms, any person or legal entity making use of or purchasing the Services (as identified on an Order Form), will be referred to as the **Customer** or **you**. Supplier and Customer are also referred to as a **Party** individually and collectively referred to as the **Parties**. Where the Services are procured under the G-Cloud Framework, references in the ZS Terms to a **Customer** shall be construed as references to the **Buyer**, and any reference to an **Order Form** shall be deemed to be a reference to the applicable **Call-Off Contract**.

Supplier provides the Services as an authorised Zoom reseller. The ZS Terms generally govern the Services delivered by the Supplier to Customer and the Customer's access and use of such Services.

Agreed terms

1. User subscriptions

- 1.1. Subject to the Customer purchasing the User Subscriptions in accordance with clause 2.3. and clause 8.1, the restrictions set out in this clause 1 and the other terms and conditions of the ZS Terms, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 1.2. In relation to the Authorised Users, the Customer undertakes that:
 - a. the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - b. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - c. each Authorised User shall keep a secure password for their use of the Services and Documentation, and that each Authorised User shall keep their password confidential;

1.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b. facilitates illegal activity;
- c. depicts sexually explicit images;
- d. promotes unlawful violence;
- e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- f. is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

1.4. The Customer shall not:

- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under the ZS Terms:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- b. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- c. use the Services and/or Documentation to provide services to third parties; or
- d. subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- e. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 1; or

- f. introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.
- 1.5. The Customer shall prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 1.6. The rights provided under this clause 1 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer, unless that subsidiary or holding company of the Customer is specifically named as such for the benefit of receiving the Services on the Order Form.

2. Additional user subscriptions

- 2.1. Subject to clause 2.2 and clause 2.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in an Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of the ZS Terms.
- 2.2. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions within 14 days of its approval of the Customer's request.
- 2.3. If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice or such payment period referred to on any updated applicable Order Form, pay to the Supplier the relevant Fees for such additional User Subscriptions at the Supplier's then current rates and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Term or any Renewal Period (as applicable), such Fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Term or then current Renewal Period (as applicable).

3. Services

- 3.1. The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the ZS Terms.
- 3.2. The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - a. scheduled maintenance of which notification is published and made available at <https://status.zoom.us> or such other website address as may be notified to the Customer from time to time; and

- b. unscheduled maintenance which the Supplier is not required to provide notice to the Customer in advance.

3.3. The Supplier will, as part of the Services and in consideration of the Support Fees set out in an Order Form or if purchased or upgraded during a Subscription or Renewal Term, at the Supplier's then current rates, provide the Customer with the Supplier's Standard Support services during Normal Business Hours in accordance with the Supplier's Standard Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Standard Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase Premier Support separately at the then current rates set out in an Order Form.

4. Data protection

- 4.1. For the purposes of this clause 4, the terms **Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.
- 4.2. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 4.4. Without prejudice to the generality of clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the ZS Terms.
- 4.5. Without prejudice to the generality of clause 4.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the ZS Terms:
 - a. process that Personal Data only on the documented written instructions of the Customer which are set out in Schedule 1 unless the Supplier is required by law to otherwise process that Personal Data. Where the Supplier is relying on law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing unless law prohibits the Supplier from so notifying the Customer;
 - b. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the

harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - d. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - e. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - f. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the ZS Terms unless required by Domestic Law to store the Personal Data; and
 - g. maintain complete and accurate records and information to demonstrate its compliance with this clause 4 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 4.6. The Customer consents to the Supplier appointing those parties named Schedule 1 as third-party processors of Personal Data under the ZS Terms. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 4, and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 4.
- 4.7. In the event the Supplier acts as Controller in its processing of any Personal Data outside of the provision of the ZS Terms, the Supplier's Privacy Policy applies.

5. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no

representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. Supplier's obligations

- 6.1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2. The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 6.3. The Supplier:
 - a. does not warrant that:
 - i. the Customer's use of the Services will be uninterrupted or error-free; or
 - ii. that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - iii. the Software or the Services will be free from Vulnerabilities or Viruses; or
 - b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4. The ZS Terms shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the ZS Terms.
- 6.5. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the ZS Terms.

7. Customer's obligations

- 7.1. The Customer shall:

- a. provide the Supplier with:
 - i. all necessary co-operation in relation to the ZS Terms;
 - ii. all necessary access to such information as may be required by the Supplier; and
 - iii. all necessary access to the Customer's Zoom account as may be required in order to provide the Services (including Standard Support), including but not limited to Customer Data, security access information and configuration services, failing which the Supplier shall not be liable for any such delay or failure to perform its obligations under the ZS Terms to the extent caused by such failure.
 - b. without affecting its other obligations under the ZS Terms, comply with all applicable laws and regulations with respect to its activities under the ZS Terms;
 - c. carry out all other Customer responsibilities set out in the ZS Terms in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - d. ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the ZS Terms and shall be responsible for any Authorised User's breach of the ZS Terms;
 - e. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the ZS Terms, including without limitation the Services;
 - f. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - g. be, to the extent permitted by law and except as otherwise expressly provided in the ZS Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 7.2. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 7.3. The Customer shall ensure the address details from which the Services will be accessed are up to date for each Authorised User in the event that an emergency call needs to be made. A separate address is required for each Authorised User making emergency calls from other locations. The Customer acknowledges that any connection is linked to the

quality of the Customer's or its Authorised Users' connection to the internet, device or router settings, and that such address details may be provided to any emergency call handling authority, who may direct emergency services to it if unable to return a dropped emergency call made via the Services.

7.4. The Customer and the Authorised Users must abide by and are bound by the following ZS Terms and conditions, and policies:

- a. Zoom Reseller Customer Terms of Service
<https://explore.zoom.us/en/eula-terms-of-service/>;
- b. Zoom Services Description
<https://explore.zoom.us/en/services-description/>;
- c. Zoom Premier Support Terms
<https://explore.zoom.us/en/reseller-customer-premier-support-terms/>;
- d. Zoom Phone Numbering Policy
<https://www.zoom.com/en/trust/zoom-phone-numbering-policy/>;
- e. Zoom Phone Acceptable Use Policy
<https://explore.zoom.us/en/trust/zoom-phone-acceptable-use-policy/>;
- f. Zoom Contact Center Accelerable Use Policy
<https://explore.zoom.us/en/trust/contactcenter-acceptable-use-policy/>;
- g. And any other terms and policies that Zoom may add or update from time to time
<https://zoom.us/legal>

8. Fees and payment

- 8.1. The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 8 and the Support Fees in accordance with clause 3.3 and as generally specified in any applicable Order Form.
- 8.2. The Supplier shall charge the Customer, and the Customer shall pay, the Supplier's Overages Fees. Overages Fees will be rounded up to the nearest whole penny (where applicable).
- 8.3. The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
 - a. its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card:
 - i. on the Effective Date for the Subscription Fees and Support Fees payable in respect of the Initial Term;
 - ii. subject to clause 13.1, on each anniversary of the Effective Date for the Subscription Fees and Support Fees payable in respect of the next Renewal Period;

- iii. any Overages Fees or Metered Rates monthly in arrears at the Supplier's then-current rates; and
 - iv. any additional Fees for additional User Subscriptions shall be invoiced from the date of activation by the Supplier, pro-rated, for the remainder of the Initial Term or then current Renewal Period (as applicable).
- b. its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
- i. on the Effective Date for the Subscription Fees payable in respect of the Initial Term;
 - ii. subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
 - iii. monthly in arrears for any Overages Fees, at the Supplier's then current rates; and
 - iv. from the date of activation, pro-rated, for the remainder of the Initial Term or then current Renewal Period (as applicable) for any additional Fees for additional User Subscriptions.

The Customer shall pay each invoice within 30 days after the date of such invoice or as otherwise stated on the applicable Order Form.

- 8.4. If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- a. the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - b. interest shall accrue on a daily basis in accordance with the Late Payment of Commercial Debts (interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.5. The suspension of the Customer's account will not relieve the Customer of its obligation to pay such invoices or any other Fees payable to the Supplier.
- 8.6. The Supplier will not interact with any vendor portals or similar platforms specified or requested by the Customer for any invoice or payment-related activities.
- 8.7. All amounts and Fees stated or referred to in the ZS Terms:

- a. shall be payable in pounds sterling unless otherwise stipulated on an Order Form;
 - b. are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.8. No adjustment will be made, or credit or refund given, for usage that is less than the ZS Terms allowance.
- 8.9. The Supplier shall be entitled to increase the Subscription Fees, the Fees payable in respect of the additional User Subscriptions purchased pursuant to clause 2.3, the Support Fees payable pursuant to clause 3.3 and/or the Overages Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer.

9. Proprietary rights

- 9.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the ZS Terms do not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 9.2. The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the ZS Terms.

10. Confidentiality

- 10.1. **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of the ZS Terms in connection with the provision of communication and collaboration products and associated, including but not limited to:
 - a. the existence and terms of the ZS Terms or any agreement entered into in connection with the ZS Terms;
 - b. any information that would be regarded as confidential by a reasonable business person relating to:
 - i. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

- ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
- c. any information developed by the Parties in the course of carrying out the ZS Terms and the Parties agree that:
 - i. details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and
 - ii. Customer Data shall constitute Customer Confidential Information;

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 10.2. The provisions of this clause shall not apply to any Confidential Information that:
- a. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - b. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - c. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - d. the Parties agree in writing is not confidential or may be disclosed; or
 - e. is developed by or for the receiving party independently of the information disclosed by the disclosing Party.
- 10.3. Each Party shall keep the other Party's Confidential Information secret and confidential and shall not:
- a. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the ZS Terms (**Permitted Purpose**); or
 - b. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.
- 10.4. A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- a. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - b. at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 10.5. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.5, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 10.6. A Party may, provided that it has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other Party of such disclosure.
- 10.7. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in the ZS Terms are granted to the other Party, or to be implied from the ZS Terms.
- 10.8. On termination or expiry of the ZS Terms, each Party shall:
 - a. destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - b. erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - c. certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party, subject to clause 13 (Termination).
- 10.9. No Party shall make, or permit any person to make, any public announcement concerning the ZS Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.10. Except as expressly stated in the ZS Terms, no Party makes any express or implied warranty or representation concerning its Confidential Information.

10.11. The above provisions of this clause 10 shall survive until such time as the Confidential Information is no longer confidential in nature from termination or expiry of the ZS Terms.

11. Indemnity

11.1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- a. the Customer is given prompt notice of any such claim;
- b. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- c. the Customer is given sole authority to defend or settle the claim.

11.2. The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with the ZS Terms infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- a. the Supplier is given prompt notice of any such claim;
- b. the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- c. the Supplier is given sole authority to defend or settle the claim.

11.3. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the ZS Terms on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- a. a modification of the Services or Documentation by anyone other than the Supplier;
- or

- b. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - c. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.5. The foregoing and clause 12.3(b) states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

12.1. Except as expressly and specifically provided in the ZS Terms:

- a. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- b. 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 the ZS Terms; and
- c. the Services and the Documentation are provided to the Customer on an "as is" basis.

12.2. Nothing in the ZS Terms excludes the liability of the Supplier:

- a. for any liability that cannot be excluded by law;
- b. for death or personal injury caused by the Supplier's negligence; or
- c. for fraud or fraudulent misrepresentation.

12.3. Subject to clause 12.1 and clause 12.2:

- a. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill and/or similar losses or loss of use or corruption of software or data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the ZS Terms; and

- b. the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the ZS Terms shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 12.4. Nothing in the ZS Terms excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.
- 12.5. **Emergency Services Limitation of Liability.** To the maximum extent permitted by Legislation neither the Supplier nor Zoom shall be liable for:
 - a. Any failure of emergency services, or inability to reach or use emergency services including without limitation due to an outage of Zoom Services; or the inability to place or complete emergency calls from any Zoom-enabled device, Customer line, or Customer premises, or inability to access emergency personnel;
 - b. Any failure of any emergency responders to respond, or to respond to the correct location where the equipment, Customer, or caller is physically present or where such emergency services are required; and
 - c. Any failure of emergency services, or inability to reach or use emergency services due to circumstances outside of Zoom's control including but not limited to:
 - i. loss of electrical power;
 - ii. loss of internet connectivity;
 - iii. defective or misconfigured equipment;
 - iv. network congestion;
 - v. delays associated with updating the registered service location;
 - vi. restrictions created by non-voice equipment;
 - vii. relocated equipment, including outside of the Territory;
 - viii. the simultaneous use of one line with multiple pieces of equipment;
 - ix. failure of emergency response centres to answer an emergency call;
 - x. failures of any third parties that are responsible for routing emergency calls;
 - xi. the use of non-native telephone numbers;
 - xii. failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of equipment to receive callbacks from emergency service personnel; or
 - xiii. natural disasters, fires, floods, storms, earthquakes, accidents, war, terrorist acts or other acts of insurrection, labour dispute with regional impact, or malfunction of utility, communication or transportation systems.

13. Term and termination

13.1. The ZS Terms shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Term and, thereafter, the ZS Terms shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- a. either Party notifies the other Party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Period, in which case the ZS Terms shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- b. otherwise terminated in accordance with the provisions of the ZS Terms;

and the Initial Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2. The Services shall commence on the Subscription Start Date specified in the applicable Order Form and continue until terminated in accordance with clause 13.1.

13.3. Without affecting any other right or remedy available to it, either Party may terminate the ZS Terms with immediate effect by giving written notice to the other Party if:

- a. the other Party fails to pay any amount due under the ZS Terms on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- b. the other Party commits a material breach of any other term of the ZS Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- c. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- d. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- e. the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- f. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- g. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);
- h. the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- i. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- j. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- k. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3(c) to clause 13.3(j) (inclusive);
- l. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- m. the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the ZS Terms is in jeopardy.

13.4. On termination of the ZS Terms for any reason:

- a. all licences granted under the ZS Terms shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- b. each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
- c. the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession. The Customer shall pay all reasonable expenses incurred by the Supplier in disposing of Customer Data; and
- d. any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

13.5. The Customer may not terminate during the Initial Term or any Renewal Period save as set out above. Without prejudice to any other rights or remedies in the ZS Terms, where the Customer terminates the ZS Terms during any Initial Term or Renewal Period, other than

as a result of the Supplier's material breach, all Fees payable or that would have become payable during the remainder of the Initial Term or Renewal Period shall become due and payable in full on termination.

14. Force majeure

Neither Party shall be in breach of the ZS Terms nor liable for delay in performing, or failure to perform, any of its obligations under the ZS Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the Party not affected may terminate the ZS Terms by giving 30 days' written notice to the affected Party.

15. Conflict

If there is an inconsistency between any of the provisions in the main body of the ZS Terms, an Order Form and the Schedules, the provisions in the any agreed Order Form shall prevail, followed by the provisions of the Schedules, thereafter followed by the provisions of the ZS Terms.

16. Variation

No variation of the ZS Terms shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. Waiver

- 17.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

Except as expressly provided in the ZS Terms, the rights and remedies provided under the ZS Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

- 19.1. If any provision or part-provision of the ZS Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the ZS Terms.
- 19.2. If any provision or part-provision of the ZS Terms is deemed deleted under clause 19.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Entire agreement

- 20.1. The ZS Terms constitute the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 20.2. Each Party acknowledges that in entering into the ZS Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the ZS Terms.
- 20.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the ZS Terms.
- 20.4. Nothing in this clause shall limit or exclude any liability for fraud.

21. Assignment

- 21.1. The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the ZS Terms.
- 21.2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the ZS Terms.

22. No partnership or agency

Nothing in the ZS Terms 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

The ZS Terms does not confer any rights on any person or party (other than the Parties to the ZS Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Counterparts

- 24.1. The ZS Terms may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 24.2. Transmission of an executed counterpart of the ZS Terms (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the ZS Terms.

24.3. No counterpart shall be effective until each Party has delivered to the other at least one executed counterpart.

25. Notices

25.1. Any notice given to a Party under or in connection with the ZS Terms shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b. sent by email to the following addresses (or an address substituted in writing by the Party to be served):
 - i. Party 1: contractnotices@accelerate.com.
 - ii. Party 2: at the email address provided on an Order Form or within the Customer's online account.

25.2. Any notice shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is left at the proper address;
- b. if sent by next working day delivery service, at 9.00 am on the Business Day after posting; or
- c. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in place of receipt, when Business Hours resume.

25.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing law

The ZS Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

27. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the ZS Terms or its subject matter or formation (including non-contractual disputes or claims).

28. Definitions

28.1. In these Terms, the following words and expressions have the meanings given to them below. Other capitalised terms may be defined in the body of these Terms or in an Order Form or Schedule.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Business Day(s): a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Buyer: where the Services are procured under the G-Cloud Framework, the public sector body or contracting authority identified as the buyer in the applicable Call-Off Contract.

Call-Off Contract: means a call-off contract entered into pursuant to the G-Cloud Framework under which the Buyer procures Services from the Supplier, as identified in and governed by the applicable call-off terms.

Change of Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: a) to the extent the UK GDPR applies, the law of the United Kingdom (UK) or of a part of the UK which relates to the protection of personal data; or b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Documentation: the documents made available to the Customer by the Supplier online via <https://support.zoom.com> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services, training materials and the user instructions for the Services.

Effective Date: the date the Customer first accepts the ZS Terms by executing an Order Form or by otherwise indicating acceptance (including online acceptance).

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Fees: means the fees payable by the Customer to the Supplier for the Services (including Subscription Fees, Support Fees, Overages Fees and Metered Rates), as set out in the applicable Order Form, or where not included on the Order Form, as published or notified by the Supplier from time to time including via the Supplier's website, any online ordering portal, email or other written communication, in respect of Services subsequently requested, added or used by the Customer.

G-Cloud Framework: the Crown Commercial Service (CCS) framework agreement for the provision of cloud services, including the Digital Marketplace, under which the Buyer may procure cloud-based services from suppliers who have been appointed to the framework in accordance with its terms and conditions.

Initial Term: the initial term of the ZS Terms as set out in the Order Form.

Metered Rates: the monthly metered rates fees payable by the Customer and set by Zoom for telephony minutes.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order Form: the document (including any online form) authorised by the Supplier and agreed between the Parties that sets out the Services, Fees, and other specific terms for the Customer's subscription.

Overages Fees: the additional fees payable by the Customer to the Supplier where the Customer's usage exceeds the applicable usage limits under the Order Form, calculated in accordance with the Supplier's then-current pricing.

Premier Support means enhanced 24x7 support, which may be purchased by the Customer separately at the then-current rates and as stipulated on any applicable Order Form.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier to the Customer under the ZS Terms via <https://zoom.us/signin> or any other website notified to the Customer by the Supplier from time to time, including Zoom licenses and any Support Services and as more particularly described in the Documentation.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions.

Subscription Start Date: the date the Services commence in accordance with the Order Form.

Subscription Term: has the meaning given in clause 13.1 (being the Initial Term together with any subsequent Renewal Periods).

Standard Support: means the first line support services provided by the Supplier in relation to the Services, as set out in the Standard Support Services Policy, and does not include Premier Support services, which may be purchased by the Customer separately

Standard Support Services Policy: the Supplier's policy for providing Standard Support in relation to the Services as made available in Schedule 2.

Support Services: means either the Standard Support or Premier Support services.

UK GDPR: has the meaning given to it under the Data Protection Act 2018.

User Subscriptions: the user subscriptions purchased by the Customer, which entitle Authorised Users to access and use the Services and the Documentation in accordance with the ZS Terms.

Virus: any thing or device (including any software, code, file or programme) 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 programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme 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.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

Zoom: Zoom Video Communications Inc.

- 28.2. Clause, schedule and paragraph headings shall not affect the interpretation of the ZS Terms.
- 28.3. 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.
- 28.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 28.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 28.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 28.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the ZS Terms.
- 28.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the ZS Terms under that statute or statutory provision.
- 28.9. A reference to **writing** or **written** excludes.
- 28.10. References to clauses and schedules are to the clauses and schedules of the ZS Terms; references to paragraphs are to paragraphs of the relevant schedule to the ZS Terms.

Schedule 1 – Processing, Personal Data and Data Subjects

Processing by the Supplier

Scope	Supplier is permitted to process personal data for the purpose of supplying the Services to the Customer in accordance with the ZS Terms.
Nature and Purpose	Processing the data consists of collection, recording, organisation, structuring, storage, consultation, use, disclosure and deleting data. The data is processed for the purpose of supplying the Services in accordance with the Agreement.
Duration of processing	For the Subscription Term of the Agreement
Types of Personal Data	Data relating to individuals provided to Supplier by Customer or any person Customer authorises or directs to engage with the Supplier in accordance with the ZS Terms, including: • Name • Email address • Phone number • Communication content provided by the Customer in its use of the Services, including from participation in voice, video, chat, SMS, WhatsApp, Facebook, email, or other means of communication through use of Zoom and the data in any underlying third-party platform. • Recordings or transcriptions of communications if such recording is permitted by the Customer's administrator controls.
Categories of Data Subject	• Employees • Agency workers • Contractors
Third-party processors	Zoom Video Communications Inc.

Schedule 2 – Standard Support Services Policy

1. Interpretation

1.1 The definitions and rules of interpretation in this section apply to this Standard Support Services Policy.

Exceptions means an accepted list of factors outside of the Supplier's control as set out at paragraph 9 of this Standard Support Services Policy (each an Exception);

Incident means any error, failure or malfunction of the Services such that it does not operate and/or cannot be accessed and used in accordance with the ZS Terms;

Incident Categorisation means a category of Incident as determined by the Priority Categorisation;

Incident Resolution means Incident impact has been mitigated through corrective actions or Incident has been resolved such that the Services are available and operating/functioning normally without degradation (which may be through a repair, correction, adjustment, replacement, renewal, bug-fix, work-around, patch or other modification or addition to any part of the Service), provided that an Incident Resolution shall only be deemed to be complete once it is implemented within the Services and the Services are available and working again fully in accordance with the ZS Terms and are doing so without any harmful impact on or causing any diminution in performance, capacity or functionality of other systems;

Locations means any Customer premises from which the Supplier will provide assistance;

Priority Categorisation means the Priority Descriptions in Appendix A of this Standard Support Services Policy.

Problem means an underlying cause, or a potential cause of one or more Incidents;

Service Portal means the helpdesk provided by the Supplier which is accessed via the Support Portal (service.accelerate.com) or by telephone on +44 161 552 5552 to deal with queries relating to the Services and identify Incidents;

Standard Support means the first level support provided by the Supplier during Standard Support Hours;

Standard Support Hours means Monday to Friday 09:00-17:00, excluding Bank & Public Holidays in England & Wales;

Premier Support means the enhanced 24x7 support the Customer may elect to purchase separately at the Customer's then current rates, and subject to the Zoom Premier Support Terms.

Target First Response Time means the target maximum amount of time the Supplier will endeavour to respond to, or notify the Customer of an Incident as set out or referred to in Appendix A of this Standard Support Services Policy according to the Incident Categorisation, measured from the time that (i) an Incident is raised; or (ii) the Supplier otherwise becomes aware of an Incident, whichever is the earlier.

2. Support Services

The Supplier will provide the level of support identified in the Order Form.

3. Scope

The Support Services cover technical issues affecting the Services. The Supplier's help desk engineers will work with the Customer to triage, diagnose, and resolve issues within the Supplier's control.

- i. Where the issue is outside the control of the Supplier, or further technical investigation is required, the Supplier will escalate to the relevant third-party service provider's support team. The Supplier will provide associated context and diagnostics to assist third-party service provider's support team, and will continue to share updates with the Customer. During such time, any Target First Response Times or resolution times will be paused.
- ii. The Support Services do not include general training. Other additional services outside the scope of this Standard Support Services Policy and Agreement are available from the Supplier as professional or managed services, at additional cost and subject to a separate agreement.

4. Contact Persons

The Customer shall appoint named contact persons ("**Contact Persons**") through whom all communication with the Supplier's support team shall be directed. As soon as reasonably practicable, the Customer will inform the Supplier of the names, job titles, geographic locations, telephone and email contact details of its Contact Persons, including any changes and updates thereafter. The Supplier's support obligations are limited to providing support to the Customer's designated Contact Persons.

5. Support Contact Details

The primary channel for support is the service portal. The Customer's Contact Persons will be provided with login details for the service portal.

Service Portal: service.accelerate.com (Primary Channel)
Telephone: +44 161 552 5552 (Secondary Channel)

6. Incident Management

6.1 Reporting an Incident

All Incidents should be reported by the Customer to the Supplier as soon possible through the channels set out in in section of 5 of this Standard Support Services Policy. The Service Portal is the primary channel for reporting any Incident.

6.2 Incident Management Process

The Supplier will handle Incidents according to the following process:

Incident Stages	Deliverables
1. Triage & Response	Support case number assigned automatically
2. Analysis & Diagnosis	Reproducible test case

3a. Resolution	Defect correction or workaround
3b. Escalation	Escalation to Zoom
4. Support case closure	Resolution verified by Customer

6.3 Incident Resolution

Once a resolution has been offered to the Customer, the status of the Incident will be updated. This would either be a reduction in priority based on the delivery of a partial solution, or the closure of the Incident once a complete solution has been delivered.

Resolution in this instance means either a complete resolution, or alternatively, the delivery of a partial solution or temporary workaround (as opposed to a permanent fix) that effectively reduces the priority.

In instances where the Customer cannot be contacted, the Supplier will endeavour to contact the client at least 4 times over a period of 20 business days. If the Customer cannot be contacted or does not reply to the Supplier during the period, the Incident will be closed. Once the Incident is closed an email will be sent to the Customer, where possible, to confirm this action.

The Supplier maintains records of each Incident history once an Incident is closed. The Customer may refer back to any Incident to request that it be reopened. At this point the Incident will be reviewed and will either be reopened by the Supplier or, where an engineer determines that a new Incident is required, the original Incident will remain closed, and the Customer will be provided with a new Incident reference number.

Where the Incident is escalated to Zoom any related Target First Response Time or resolution time will be paused during the time in which the Incident is with Zoom.

7. Escalation

Any Incident can be escalated internally by the engineer assigned to a case. This would be done if the engineer feels that further resource is needed to resolve the Incident in a timely manner to reduce impact on the Customer's business. Incidents with high commercial implications would be escalated to a member of the Supplier's management team to ensure that the relevant departments within the Supplier are made aware.

The Customer can request that an Incident be escalated. Once the Customer has requested that an Incident be escalated, the assigned engineer will listen closely to the Customer's concerns and record them in the log. The engineer will then make one of the following decisions:

- Agree to escalate and assign a higher priority to the Incident.
- Agree to escalate and assign further resources to the Incident.
- Agreed to escalate and discuss new actions points with a member of the Supplier management team.
- Advise escalation is currently not applicable.

If there is a need to escalate, the Customer use the following contact number:
+44 161 552 5552

8. Support Target Response Times

8.1 Priorities, Description and Target First Response Times

Save for in the event of Exceptions, the Supplier shall endeavour to meet the Target First Response Times for all Incidents in accordance with the level of support, as set out in the Appendix A further below.

9. Exceptions

The accepted list of Exceptions is as follows:

- a. Customer failing to meet its obligations under the ZS Terms;
- b. Customer being in material breach of the ZS Terms;
- c. Distributed denial of service (DDoS) attacks;
- d. Customer-initiated changes not co-ordinated or planned properly with the Supplier;
- e. The failure of any third-party service providers who are outside of the Supplier's control, where such failure causes network outages, material equipment failure or material internet connectivity issues;
- f. Any failure that may not be corrected because the Customer or any Customer appointed third-party service provider is inaccessible to the Supplier; or
- g. Any failure that cannot be corrected because the Customer is inaccessible to the Supplier.

10. Priority Alteration

Once an Incident has been assigned a priority and logged it is directed to the appropriate team for resolution. Updates on the progress of all issues will be communicated to the Customer on a regular basis.

Customer Incidents are regularly reviewed by the Supplier's personnel to ensure that the assigned priority remains suitable. The Supplier reserves the right to change the priority category of a case during its active resolution at any point in line with the above definitions.

Appendix A – Standard Support Target First Response Times

Priority	Description	Target First Response Time
Priority 1 (P1)	The Services are “down,” operation of the Services is severely degraded, or there is a critical impact to the Services due to a fault with the network or other software issue. No workarounds. Examples include failures of transmission services or software functions.	Within one Normal Business Hours
Priority 2 (P2)	Significant aspects of the Services are negatively affected by inadequate performance of the network or other software issues. Partial or no workarounds.	Within two Normal Business Hours
Priority 3 (P3)	General issues related to a feature or a set of features. Operational performance of the service is not impaired.	One Business Day
Priority 4 (P4)	Customers require information or assistance with Services’ capabilities, installation or configuration and there is little to no effect on its business operations. Included are requests for information, assistance, features, alpha/ beta and others.	Two Business Days



INTEGRATIONHUB TERMS OF SERVICE

Introduction

By signing or submitting an Order Form (whether in hard copy form or via our online ordering process) or accessing and using the Services provided by Accelerate Limited ("**Supplier**"), you, a person or legal entity, agree to be bound by the IntegrationHub Terms of Service ("**IH Terms**"). If you sign or accept an Order Form, or access the Services on behalf of a company or other legal entity, you represent that you have authority to bind such entity to the IH Terms. If you do not have such authority, or if you do not agree with the IH Terms, you must not accept the IH Terms and may not use the Services.

For the purposes of the IH Terms, any person or legal entity making use of or purchasing the Services (as identified on an Order Form), will be referred to as the **Customer** or **you**. Supplier and Customer are also referred to as a **Party** individually and collectively referred to as the **Parties**. Where the Services are procured under the G-Cloud Framework, references in the IH Terms to a **Customer** shall be construed as references to the **Buyer**, and any reference to an **Order Form** shall be deemed to be a reference to the applicable Call-Off Contract.

The IH Terms generally govern any Services delivered by Supplier to Customer, including the access and use of the Platform and the Services.

1. The Agreement, Commencement, and Duration

- 1.1. Each Order Form, the Referenced Webpages and the Policies are subject to and form part of the IH Terms. In the event of a conflict the following order of priority applies:
 - a. the Order Form;
 - b. the DPA;
 - c. the Agreement;
 - d. the Referenced Webpages;
 - e. the Policies.
- 1.2. Unless stated otherwise in the Order Form, the Services will start on the Subscription Start Date specified on the Order Form and continue for the Initial Term stated on the Order Form.
- 1.3. Set-up Services (if applicable) will commence on the Effective Date, unless otherwise specified on the Order Form.
- 1.4. Unless terminated in accordance with clause 7, the Initial Term will automatically renew for successive Renewal Terms of 12 months, at the then-current Fees.

2. Access, Use, and Licence

- 2.1. Subject to payment of the Fees and compliance with the IH Terms, the Supplier hereby grants the Customer a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free licence to access and use the Platform and Documentation during the Service Period for its internal business operations only.

2.2. Except to the extent expressly permitted in the IH Terms or as permitted by any local law, the Customer shall not:

- a. copy, modify, reverse engineer, decompile, or create derivative works of the Platform;
- b. remove or obscure any proprietary notices;
- c. access the Platform for the purpose of building a competitive product or service;
- d. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Platform, or Documents available to any third party except the Authorised Users;
- e. circumvent usage limits stated in the Order Form.

2.3. The Customer shall not use the Services to:

- a. Distribute or transmit any viruses or vulnerability and shall implement procedures to prevent such distribution or transmission; or
- b. Store, access, publish, disseminate, distribute or transmit any material which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

2.4. The Customer acknowledges that, notwithstanding anything to the contrary herein, the Services are provided to the Customer on a subscription basis, and the Platform and Documentation are provided to you under a limited licence. The Customer has neither obtained nor will obtain any ownership or other right, title, or interest in it or to the Services, Platform, or Documentation or any Proprietary Rights relating thereto. Any copies of Software will remain the exclusive property of the Supplier. The Software may include code that is licensed to you under third-party licence agreements, including open-source software made available or provided with the Software. Without limiting the generality of the foregoing, the Supplier owns all rights, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to the Services, or Platform, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and “know-how” embodying the Platform and Services. Under no circumstances will the Customer be deemed to receive, have, or be granted title to all or any portion of the Services, Platform, Documentation, title to which at all times vests exclusively in the Supplier.

2.5. Authorised Users or increased usage may be ordered at any time via completion of a new Order Form, email, or the Platform’s admin interface. Such orders are binding when confirmed and will be deemed an Order Form for the purposes of the IH Terms.

2.6. In the event of any usage above and beyond the metrics included in any Order Form, the Supplier shall invoice you for such usage at the then-current rates, monthly, in arrears.

2.7. The Supplier may investigate any complaints and violations that come to its attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the Services or Platform, removing the applicable data or other content, terminating accounts or User profiles, or taking other reasonable actions in its sole discretion.

2.8. The Supplier may collect and use Diagnostic Data to:

- a. provide and support the Platform and Services, including troubleshooting, monitoring, and security;
- b. to improve and enhance the Platform and Services; and
- c. for analytics, benchmarking, and reporting.

3. Customer Responsibilities

- 3.1. The Customer will ensure that all Authorised Users comply with the IH Terms and any related Policies.
- 3.2. The Customer may allow its Affiliates to access the Platform and use the Services, subject to those Affiliates being clearly identified on the Order Form. Where context requires, reference to "Customer" in the IH Terms shall include your Affiliates. The Customer will ensure that its Affiliates comply with the IH Terms and any related Policies. The Customer warrants and represents that you have the authority to accept the IH Terms on behalf of its Affiliates and take all actions required under the IH Terms on behalf of its Affiliates. In the event that a corporation, company or entity ceases to be an Affiliate of the Customer, all rights of that corporation, company or entity to access and use the Platform or Services shall immediately terminate.
- 3.3. The Customer is responsible for meeting any minimum requirements for its use of the Services, including but not limited to acquiring and maintaining any and all hardware, software, accounts, licences and internet access required to access and make use of the Services.
- 3.4. The Customer is responsible for:
 - a. the accuracy, quality, and legality of all Customer Data;
 - b. obtaining all rights necessary to use and process Customer Data in connection with the Services; and
 - c. backing up its own data outside the Platform.
- 3.5. The Customer is responsible for all acts and omissions of its Authorised Users, Affiliates, and any other third party it allows, directs, or enables to access and/or make use of the Platform or Services as if they were its own.
- 3.6. The Customer is solely responsible for its own, its Affiliates, and its Authorised Users' compliance with all laws that apply to the Customer and its Authorised Users' access to and use of the Services and Platform, including compliance with all laws and regulations requiring the Customer to provide proper End Customer notification and to obtain End Customer consents, and governing the monitoring or recording of conversations in the event the Customer chooses to allow the recording of End Customer communications.

4. Supplier Responsibilities

- 4.1. The Supplier will provide the Services with reasonable skill and care and in accordance with applicable laws.

- 4.2. The Supplier will implement appropriate technical and organisational measures to protect personal data as described in the Data Processing Agreement.
- 4.3. The Supplier will provide the Customer with reasonable support during the Service Period in accordance with the Support Services tier referred to in the Order Form.

5. Prohibited Uses

- 5.1. The Customer must not use the Platform to:
 - a. infringe any intellectual property or other rights;
 - b. transmit any unlawful, harmful, offensive, or otherwise objectionable material (in our reasonable discretion);
 - c. introduce viruses or malicious code;
 - d. attempt to gain unauthorised access to our systems or interfere with their integrity or performance;
 - e. use the Platform to provide services;
 - f. build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services or Platform;
 - g. use the Services or Platform for the development, production, or marketing of a service or product substantially similar to the Services or Platform;
 - h. use the Services or Platform in violation of any of our Policies; or
 - i. engage in any activity that could damage or impair the Platform or its operation.

6. Payment and Fees

- 6.1. Details of Fees are as set out in the Order Form or as otherwise used or ordered by the Customer at the then-current rates, including any set up fees, one-time fees, non-recurring fees, overages, per-use charges, subscription fees, recurring fees and any other fees associated with the Services on the Customer's account.
- 6.2. Unless otherwise agreed in an Order Form, Fees for the Services shall be invoiced as follows:
 - a. Set-up Services (if applicable) shall be invoiced on the Effective Date;
 - b. The Subscription Fees and Support Services Fees (whether during the Initial Term or any Renewal Term) shall be invoiced annually in advance; and
 - c. any Overages Fees or Additional Fees for additional Services (e.g. features, add-ons, or other supplementary amounts shall be invoiced:
 - i. in accordance with the Order Form, if specified therein; or
 - ii. if not specified in the Order Form or arising from usage, later orders, or other circumstances, monthly in arrears.
- 6.3. All amounts are payable in GBP, or as otherwise stated in the Order Form.
- 6.4. Invoices are due within 30 days of receipt. In the event of late payment, the Supplier may suspend access to the Platform and Services and charge interest on any outstanding amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Interest shall accrue on a daily basis from the due date until paid in full. The suspension of the Customer's account will not relieve the Customer of its obligation to pay such invoices or any other Fees payable to the Supplier.

- 6.5. The Supplier will not interact with any vendor portals or similar platforms specified or requested by the Customer for any invoice or payment-related activities.
- 6.6. The Supplier may increase its Fees from time to time, provided that any such increase shall only come into effect upon expiry of any Initial Term or Renewal Term, unless the Fees are in respect of any additional features, Services, or add-ons requested or added during a Service Period, which shall be charged at the then-current rate.
- 6.7. Fees are exclusive of VAT and other applicable taxes, which shall be paid by the Customer at the prevailing rate.

7. Term, Termination, and Suspension

- 7.1. Following the Initial Term, the IH Terms and related Services will automatically renew for successive Renewal Terms, unless either Party provides written notice of termination by no later than 60 days before a Renewal Term is due to commence.
- 7.2. Either Party may terminate the IH Terms and Services with immediate effect by written notice to the other Party in the event one of the following apply:
 - a. a Party commits a material breach of any term of the Agreement and that material breach cannot be remedied or, if the breach is capable of remedy, the Party at fault does not remedy the material breach within 30 days of being notified in writing; or
 - b. a Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of our business; or
 - c. a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other Party (other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party); or
 - d. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party.
- 7.3. In the event the Customer has not used the Services for 90 days or more, the Supplier can give written notice that the Agreement will end in 30 days, unless the Customer contacts the Supplier during this period to confirm it wishes to continue with the Services.
- 7.4. The Supplier may also terminate the IH Terms in accordance with clause 7.2 if any of the circumstances within that clause apply to a Customer's Affiliate.
- 7.5. Upon termination, the Customer will immediately pay any outstanding unpaid invoices. In the event any Services have been supplied but not invoiced at the time of termination, the Supplier may submit an invoice for the Services provided up until termination, which shall be payable immediately upon receipt.

7.6. All licences granted under the IH Terms shall end immediately upon termination and the Customer, its Affiliates, and any Authorised Users shall no longer be authorised to access the Platform or use the Services.

7.7. Any Customer Data shall be deleted by the Supplier in accordance with the Data Processing Agreement.

7.8. The Supplier may suspend access to the Services immediately if:

- a. required by law;
- b. there is a security or operational risk;
- c. you or your Affiliate is in breach of clause 5; or
- d. Fees are overdue under clause 6.

8. No warranties

8.1. Except as expressly provided in the IH Terms or any Order Form, the Services are provided on an “as is” basis and all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2. The Supplier does not warrant that:

- a. the Customer’s use of the Services will be uninterrupted and error-free; or
- b. that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer’s requirements; or
- c. the Software of the Services will be free from vulnerabilities or viruses.

8.3. The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9. Confidentiality

9.1. Each Party will keep confidential all information disclosed by the other Party (“**Disclosing Party**”) and shall not, without the Disclosing Party’s prior written consent, disclose, copy or modify the Disclosing Party’s Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under the IH Terms. The Parties agree that either Party may be provided with Confidential Information under the IH Terms and that for this purpose Confidential Information is material that is disclosed by either Party which is:

- a. labelled confidential information; or
- b. would reasonably be considered confidential because of its nature and the manner of disclosure.

9.2. Confidential Information includes the Customer Data, and all aspects of our Platform, the Services and the Fees.

9.3. Confidential information does not include information:

- a. that is or becomes publicly known;
- b. is lawfully disclosed to the receiving Party by a third party without restriction on that disclosure;
- c. is independently developed by the receiving Party, and this can be demonstrated by written evidence; or
- d. is required to be disclosed by law, any court or regulatory or administrative body.

9.4. The Parties agree to:

- a. hold the other Party's Confidential Information in confidence;
- b. promptly notify the other of any unauthorised use, disclosure, theft or loss of the Disclosing Party's Confidential Information immediately upon becoming aware of the same.

9.5. The Customer agrees that the Supplier may disclose the Customer's Confidential Information to those of the Supplier's employees and contractors who are involved in providing the Services, but only where necessary under the IH Terms and provided they are bound by similar confidentiality obligations. The Supplier will remain responsible for their compliance with this clause 9.

9.6. The provisions of this clause 9 shall survive termination or expiry of the IH Terms, howsoever caused or implemented.

10. Intellectual Property Rights

10.1. All IPR in the Platform, Services, and related materials are owned by or licensed to the Supplier. The Supplier and its licensors/partners retain title to and ownership of all IPR in and of the Services. Except for the limited licence granted in clause 2.1, the Customer acquires no rights in any part of the Platform or Services.

10.2. All content and IPR that the Customer provides to the Supplier in connection with the Services ("**Customer Data**") remains the property of the Customer. The Customer grants the Supplier a time-limited, non-exclusive right, for the duration of the Agreement (and any retention period referred to in the Data Processing Agreement), to use, copy and store the Customer Data, in connection with the Services.

11. Third Party Solutions

11.1. The Customer acknowledges that the Platform and Services may interoperate, integrate, or be used in connection with third-party software and services ("**Third Party Solution(s)**"). The Supplier is not responsible for, and hereby disclaims any liability for, any access to, modification of, or deletion of data, regardless of whether such Third Party Solution is endorsed, approved, or supported by the Supplier. The Supplier may, at any time, in its sole discretion, modify the Services or Platform, in a manner that impacts the interoperation, integration, or support of any Third Party Solution.

11.2. Where the Platform or Services include integration with Zoom products or services ("**Zoom Products**"), the Customer acknowledges and agrees that use of the Zoom Products is subject to Zoom's terms, conditions and policies, and that the

Customer shall ensure that its Affiliates, and Authorised Users comply with the same. The Supplier shall have no liability for any breach of such terms, conditions and policies by the Customer.

- 11.3. Use of Third Party Solutions in connection with the Platform and Services is governed solely by the applicable third party's terms, and the Customer is responsible for compliance with those terms.

12. Indemnities

- 12.1. The Customer shall indemnify and hold harmless the Supplier against any claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Platform or Services.

- 12.2. The Supplier shall indemnify and hold harmless the Customer against claims that the Platform, as supplied, infringes a third party's IPR, except where the claim arises from:

- a. use of the Customer Data or Supplier's compliance with Customer's specific requirements or instructions;
- b. a combination of any third-party components and the Platform;
- c. misuse or unauthorised modifications or combinations to the Platform;
- d. the Customer's breach of the Agreement.

- 12.3. Each indemnity is subject to the indemnified Party:

- a. giving prompt notice of any relevant claim;
- b. providing reasonable cooperation in the defence and settlement of any relevant claim; and
- c. allowing the indemnifying Party sole authority of the defence and settlement of any relevant claim.

13. Limitation of Liability

- 13.1. Nothing in the IH Terms limits the Customer's obligations to pay the Fees.

- 13.2. Nothing in the IH Terms limits liability for:

- a. any liability that cannot be excluded by law;
- b. death or personal injury caused by negligence; or
- c. fraud or fraudulent misrepresentation.

- 13.3. Subject to clause 13.2, the Supplier's total aggregate liability is limited to the total Fees paid or payable by the Customer in the relevant Initial Term or Renewal Term in which the cause of liability arose, except for liability in clause 12.2, which is capped at two times such Fees.

13.4. Subject to clause 13.2, the following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of anticipated savings, loss of use or corruption of software, loss of or damage to goodwill, and indirect or consequential loss.

13.5. The Supplier shall have no liability for any loss or damage to the extent that such loss or damage:

- a. results from or is contributed to by any act, omission, negligence, or default of the Customer, its employees, agents, or any third party not under the Supplier's control;
- b. arises from or relates to the failure, malfunction, or unavailability of:
 - i. the Zoom platform or any other Third Party Solutions through no fault of the Supplier;
 - ii. the Customer's existing systems, network infrastructure, or internet connectivity;
 - iii. any hardware not supplied by the Supplier;
- c. is caused by the Customer's failure to implement reasonable business continuity or disaster recovery procedures.

14. Policies and Data Processing

14.1. Use of the Services is subject to the Supplier's policies, guides, statements and notices, as updated from time to time, and available on the Supplier's Trust Centre ("**Policies**"). The Customer acknowledges that use of the Platform or Services by the Customer, its Affiliates and Authorised Users must comply with the Policies.

14.2. The Supplier may update the Policies from time to time, provided that any such changes during a Service Period will not materially reduce the Platform or Services without reasonable prior notice.

14.3. The Data Processing Agreement applies where use of the Platform or Services requires the Supplier to process personal data of End Customers. The Supplier's Privacy Policy applies when it acts as Data Controller outside of the Platform and Services.

15. Notices

15.1. Any notice or other communication given to a Party under or in connection with the IH Terms shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b. sent by email to:
 - i. Supplier: contractnotices@accelerate.com
 - ii. Customer: the email address provided on the Order Form or on record in your account information.

15.2. Any notice or communication shall be deemed to have been received:

- a. If delivered by hand, at the time the notice is left at the proper address;
- b. If sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or
- c. If sent by email, at the time of transmission, or, if this time falls outside of Business Hours in the place of receipt, when Business Hours resume.

16. Modifications to the IH Terms

16.1. The Supplier may make modifications, deletions and additions to this Agreement “**Changes**” from time to time in accordance with this clause 16. Changes to the IH Terms will be posted on the Supplier’s Trust Centre and will indicate the latest version. The Customer’s continued use of the Services constitutes acceptance of the Changes.

16.2. The Supplier may also modify, delete and make additions to the Policies by posting an updated version on the applicable webpage.

17. Use of Logo

The Customer consents to the Supplier using the Customer’s group logos on the Supplier’s website, marketing collateral and exhibition stands, subject to the Customer’s prior approval. The Customer’s approval shall not be unreasonably withheld or delayed.

18. Assignment and other dealings

The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the Supplier’s prior written consent.

19. Entire Agreement

The IH Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20. Force Majeure

Neither Party shall be in breach of the IH Terms nor liable for delay in performing, or failure to perform, any of its obligations under the IH Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

21. Waiver

A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the IH Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the IH Terms or its subject matter or formation.

23. Governing Law

The IH Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

24. Severance

If any provision or part-provision of the IH Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the IH Terms.

25. Definitions

In the IH Terms, the following words and expressions have the meanings given to them below. Other capitalised terms may be defined in the body of the IH Terms or in an Order Form or Referenced Webpages.

Acceptable Use Policy means the policy setting out the permitted and prohibited uses of the Platform, as updated from time to time and available on the Supplier's Trust Centre.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than 50% of the voting interests of the entity.

Agreement means these terms, together with any applicable Order Form(s), the Referenced Webpages, and any documents or policies expressly incorporated by reference.

Authorised User means an individual employee, contractor or other representative of the Customer who is authorised by the Customer to access and use the Platform in accordance with the Agreement.

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

Business Hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

Buyer means, where the Services are procured under the G-Cloud Framework, the public sector body or contracting authority identified as the buyer in the applicable Call-Off Contract.

Call-Off Contract means a call-off contract entered into pursuant to the G-Cloud Framework under which the Buyer procures Services from the Supplier, as identified in and governed by the applicable call-off terms.

Confidential Information means any information that is identified as confidential or which ought reasonably to be understood as confidential, whether disclosed orally, in writing or by any other means, and whether before or after the Effective Date, including trade secrets, know-how, technology, and business and marketing plans. Confidential Information does not include information that: (a) becomes publicly available without breach of the IH Terms; (b) is rightfully received from a third party without restriction; (c) is independently developed without use of the other Party's Confidential Information; or (d) was lawfully in the possession of the receiving Party prior to disclosure.

Customer Data means any data, content, or information (including Personal Data) inputted into the Platform or otherwise provided by or on behalf of the Customer in connection with the Services.

Data Processing Agreement or **DPA** means the IntegrationHub Data Processing Agreement governing the processing of Personal Data, available [here](#), as updated from time to time.

Diagnostic Data means data and information generated from the Customer's use of the Platform and Services, including metadata (e.g. names, email addresses, phone numbers, timestamps, communication logs); aggregated or anonymised usage statistics relating to how the Platform and Services are accessed and used for the purpose of service improvement; and reporting data.

Disclosing Party means the relevant Party disclosing Confidential Information as described in clause 9.

Documentation means all written and electronic materials, including user guides, manuals, technical specifications, FAQs, release notes, online help files, and other materials that the Supplier makes available to the Customer in connection with the Platform or the Services, as updated by the Supplier from time to time.

Effective Date means the date on which the Customer first accepts the IH Terms by executing an Order Form or by otherwise indicating acceptance (including online acceptance).

End Customer means any individual or entity that purchases products or services from, or otherwise interacts with, the Customer in the ordinary course of the Customer's business, and in respect of whom the Services may be used or data may be processed.

Fees means the fees payable by the Customer to the Supplier for the Services, as set out in the applicable Order Form or, where not included on the Order Form, as published or notified by the Supplier from time to time including via the Supplier's website, online ordering portal, email, or other written communication, in respect of Services subsequently requested, added or used by the Customer.

Force Majeure Event means an event beyond a Party's reasonable control, including natural disasters, epidemics, acts of terrorism, labour disputes (excluding disputes involving a Party's own workforce), governmental actions, internet or telecommunications failures, or denial of service attacks.

G-Cloud Framework: the Crown Commercial Service (CCS) framework agreement for the provision of cloud services, including the Digital Marketplace, under which the Buyer may procure cloud-based services from suppliers who have been appointed to the framework in accordance with its terms and conditions.

Initial Term means the initial Service Period stated in the applicable Order Form, commencing from the Effective Date.

Intellectual Property Rights or **IPR** means all intellectual property rights of any kind, including patents, utility models, rights to inventions, copyright and neighbouring rights, moral rights, trade marks, service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information, and all other rights of a similar nature in any part of the world, whether registered or unregistered.

Order Form means the document (including any online form) authorised by the Supplier and agreed between the parties that sets out the Services, Fees, and other specific terms for the Customer's subscription.

Personal Data means any information relating to an identified or identifiable natural person, as defined in the UK GDPR.

Platform means the Supplier's hosted integration environment made available to the Customer, including any related APIs, user interfaces, and other technology components, which enables secure connection between the Zoom products and services and third-party tools or APIs, as further described in Schedule 1. The Platform may incorporate or provide access to the Software and includes any updates, enhancements or modifications provided by the Supplier from time to time.

Policies means any policies, guides, statements and notices, as updated by the Supplier from time to time, and available on the Supplier's Trust Centre or by other electronic communication.

Referenced Webpages means the webpages published by the Supplier that describe or supplement the Services (including any Services descriptions, or other information) as updated by the Supplier from time to time and incorporated by reference into the IH Terms.

Renewal Term means each successive Service Period following the Initial Term, as set out in clause 7.

Services means the provision of access to and use of the Platform, together with any related services (including, where applicable, integration, configuration, or Support Services) as described in the Services and Platform Description in the Supplier's Trust Centre or an Order Form.

Service Period means the Initial Term and any Renewal Term, each individually and, where applicable, collectively.

Set-up Services means any applicable set-up and implementation services.

Software means the Supplier's proprietary software applications and tools, including IntegrationHub, and any code, infrastructure, or technology owned or licensed by the Supplier, that support or facilitate integration with third-party products, tools and services, as further described in the Services and Platform Description in the Supplier's Trust Centre.

Subscription Start Date the date set out in the Order Form when the Services commence.

Supplier's Trust Centre the Supplier's online trust centre found at <https://accelerate.com/trust>

Support Services means the Supplier's support services in relation to the Platform and Services, as set out in the Support Services Policy.

Third Party Solutions means the third party software or services that interoperate, integrate, or are otherwise used in connection with the Platform and Services.

Zoom means Zoom Communications Inc.

Services and Platform Description

IntegrationHub Overview

The Platform

IntegrationHub is an integration acceleration platform for Zoom, developed by the Supplier. It enables secure connection between Zoom and third-party tools or APIs, supporting a variety of business use cases described within the Key Features section below.

IntegrationHub provides out-of-the-box integration with several third-party tools which can be accessed via the Zoom Marketplace.

IntegrationHub provides connectivity with the following Zoom products and services:

- Zoom Meetings
- Zoom Phone
- Zoom Contact Center
- Zoom Workforce Management
- Zoom Quality Management
- Zoom Surveys
- Zoom Virtual Agent

Zoom and the Zoom logo are trademarks of Zoom Communications Inc.

Key Features

Surface

IntegrationHub Surface provides the ability to display data from third-party tools via an app directly within the Zoom Client leveraging data from the Zoom product being used to make it contextually aware.

IntegrationHub Surface Features	
Core Features	
Support Zoom Products	Zoom Meetings Zoom Phone Zoom Contact Center

Sync

IntegrationHub Sync provides two-way data transfer between Zoom and third-party tools.

IntegrationHub Subscription Features	
Supported Sync Zoom events & data to third-party tools	
Zoom Meetings events • Meeting	Date/time Host (Zoom user) Subject Attendees Meeting ID AI Companion summary Meeting recording
Zoom Phone events • Inbound/outbound call • Missed call • Voicemail	Date/time Zoom user Call from number Call to number Duration (seconds) Call recording

	Call transcript AI Companion summary Voicemail recording Voicemail transcript
Zoom Contact Center events • Voice engagement • Video engagement • SMS engagement • Web chat • App chat • WhatsApp chat • Facebook Messenger chat • Email	Data/time Zoom user Voice/SMS/WhatsApp from number Voice/SMS/WhatsApp to number Email from address Email to address Duration (seconds) Voice/Video recording Engagement transcript AI Companion summary Notes Disposition

Subscriptions

IntegrationHub Subscriptions provide email subscriptions for Zoom products that delivers the configured reports as a file to list of email recipients on scheduled basis. Where a report file size exceeds 10MB, a signed URL is provided in the email that enables download of the file.

IntegrationHub Subscription Features	
Core Features	
Email recipients	Configurable
Schedule Frequency	Configurable
File format	CSV
Oversized files	Signed URL
Reports	
Zoom Meetings	N/A
Zoom Phone	N/A
Zoom Contact Center	Legacy Reports Agent Leg Agent status history Agent timesheet Historical agent by queue Historical detail Historical queue Historical queue by agent Operation logs Engagements Engagements events CX Analytics N/A
Zoom Workforce Management	Agents' schedule Agents' adherence
Zoom Quality Management	N/A
Zoom Surveys	N/A
Zoom Virtual Agent	N/A

Support Services Policy

1. Interpretation

1.1. The definitions and rules of interpretation in this section apply to this Support Service Policy.

Exceptions means an accepted list of factors outside of the Supplier's control as set out at Annex 1 paragraph 1.4 (each an Exception);

Incident means any error, failure or malfunction of the Services such that it does not operate and/or cannot be accessed and used in accordance with the Agreement;

Incident Categorisation means a category of Incident as determined by the Priority Categorisation;

Incident Resolution means Incident impact has been mitigated through corrective actions or Incident has been resolved such that the Services are available and operating/functioning normally without degradation (which may be through a repair, correction, adjustment, replacement, renewal, bug-fix, work-around, patch or other modification or addition to any part of the Service), provided that an Incident Resolution shall only be deemed to be complete once it is implemented within the Services and the Services are available and working again fully in accordance with the Agreement and are doing so without any harmful impact on or causing any diminution in performance, capacity or functionality of other systems;

Locations means any Customer premises from which the Supplier will provide assistance;

Premier Support means support during Premier Support Hours;

Premier Support Hours means 24/7 365 days per year.

Priority Categorisation means the Priority Descriptions in section 8.1 of this policy.

Problem means an underlying cause, or a potential cause of one or more Incidents;

Service Portal means the helpdesk provided by the Supplier which is accessed via the Support Portal (service.accelerate.com) or by telephone on +44 161 552 5552 to deal with queries relating to the Services and identify Incidents;

Standard Support means support during Standard Support Hours;

Standard Support Hours means Monday to Friday 09:00-17:00, excluding Bank & Public Holidays in England & Wales;

Target First Response Time means the target maximum amount of time the Supplier will endeavour to respond to, or notify the Customer of an Incident as set out or referred to in section 8.1 of this policy according to the Incident Categorisation, measured from the time that (i) an Incident is raised; or (ii) the Supplier otherwise becomes aware of an Incident, whichever is the earlier;

2. Support Services

The Supplier will provide the level of support identified in the Order Form.

Scope

1. The Support Services cover technical issues affecting the Platform. The Supplier's help desk engineers will work with the Customer to triage, diagnose, and resolve issues within the Supplier's control.
 - i. Where the issue is outside the control of the Supplier, or further technical investigation is required, the Supplier will escalate to the relevant third-party service provider's support team. The Supplier will provide associated context and diagnostics to assist third-party service provider's support team, and will continue to share updates with the Customer.

- ii. The Support Services do not include general training. Other additional services outside the scope of this policy and Agreement are available from the Supplier as professional or managed services, at additional cost and subject to a separate agreement.

4. Contact Persons

The Customer shall appoint named contact persons ("**Contact Persons**") through whom all communication with the Supplier's support team shall be directed. As soon as reasonably practicable, the Customer will inform the Supplier of the names, job titles, geographic locations, telephone and email contact details of its Contact Persons, including any changes and updates thereafter. The Supplier's support obligations are limited to providing support to the Customer's designated Contact Persons.

5. Support Contact Details

The primary channel for support is the service portal. The Customer's Contact Persons will be provided with login details for the service portal.

Service Portal: service.accelerate.com (Primary Channel)
Telephone: +44 161 552 5552 (Secondary Channel)

6. Incident Management

1. Reporting an Incident

All Incidents should be reported by the Customer to the Supplier as soon possible through the channels set out in in section of 5 of this policy. The Service Portal is the primary channel for reporting any Incident.

2. Incident Management Process

The Supplier will handle Incidents according to the following process:

Incident Stages	Deliverables
1. Triage & Response	Support case number assigned automatically
2. Analysis & Diagnosis	Reproducible test case
3a. Resolution	Defect correction or workaround
3b. Escalation	Escalation to Third-party Supplier
4. Support case closure	Resolution verified by Customer

3. Incident Resolution

Once a resolution has been offered to the Customer, the status of the Incident will be updated. This would either be a reduction in priority based on the delivery of a partial solution, or the closure of the Incident once a complete solution has been delivered. Resolution in this instance means either a complete resolution, or alternatively, the delivery of a partial solution or temporary workaround (as opposed to a permanent fix) that effectively reduces the priority.

In instances where the Customer cannot be contacted, the Supplier will endeavour to contact the client at least 4 times over a period of 20 business days. If the Customer cannot be contacted or does not reply to the Supplier during the period, the Incident will be closed. Once the Incident is closed an email will be sent to the Customer, where possible, to confirm this action.

The Supplier maintains records of each Incident history once an Incident is closed. The Customer may refer back to any Incident to request that it be reopened. At this point the

Incident will be reviewed and will either be reopened by the Supplier or, where an engineer determines that a new Incident is required, the original Incident will remain closed, and the Customer will be provided with a new Incident reference number.

7. Escalation

Any Incident can be escalated internally by the engineer assigned to a case. This would be done if the engineer feels that further resource is needed to resolve the Incident in a timely manner to reduce impact on the Customer's business. Incidents with high commercial implications would be escalated to a member of the Supplier's management team to ensure that the relevant departments within the Supplier are made aware. The Customer can request that an Incident be escalated. Once the Customer has requested that an Incident be escalated, the assigned engineer will listen closely to the Customer's concerns and record them in the log. The engineer will then make one of the following decisions:

- Agree to escalate and assign a higher priority to the Incident.
- Agree to escalate and assign further resources to the Incident.
- Agreed to escalate and discuss new actions points with a member of the Supplier management team.
- Advise escalation is currently not applicable.

If there is a need to escalate, the Customer use the following contact number:
+44 161 552 5552

8. Support Target Response Times

1. Priorities, Description and Target First Response Times

Save for in the event of Exceptions, the Supplier shall endeavour to meet the Target First Response Times for all Incidents in accordance with the level of support, as set out in the Appendices further below.

9. Exceptions

The accepted list of Exceptions is as follows:

- a. Customer failing to meet its obligations under the Agreement;
- b. Customer being in material breach of the Agreement;
- c. Distributed denial of service (DDoS) attacks;
- d. Customer-initiated changes not co-ordinated or planned properly with the Supplier;
- e. The failure of any third-party service providers who are outside of the Supplier's control, where such failure causes network outages, material equipment failure or material internet connectivity issues;
- f. Any failure that may not be corrected because the Customer or any Customer appointed third-party service provider is inaccessible to the Supplier; or
- g. Any failure that cannot be corrected because the Customer is inaccessible to the Supplier.

10. Priority Alteration



Once an Incident has been assigned a priority and logged it is directed to the appropriate team for resolution. Updates on the progress of all issues will be communicated to the Customer on a regular basis.

Customer Incidents are regularly reviewed by the Supplier's personnel to ensure that the assigned priority remains suitable. The Supplier reserves the right to change the priority category of a case during its active resolution at any point in line with the above definitions.

Appendices

Appendix A – Standard Support Support Target Response Times

Priority	Description	Target First Response Time
Priority 1 (P1)	The Services are “down,” operation of the Services is severely degraded, or there is a critical impact to the Services due to a fault with the network or other software issue. No workarounds. Examples include failures of transmission services or software functions.	Within one Normal Business Hours
Priority 2 (P2)	Significant aspects of the Services are negatively affected by inadequate performance of the network or other software issues. Partial or no workarounds.	Within two Normal Business Hours
Priority 3 (P3)	General issues related to a feature or a set of features. Operational performance of the service is not impaired.	One Business Day
Priority 4 (P4)	Customers require information or assistance with Services’ capabilities, installation or configuration and there is little to no effect on its business operations. Included are requests for information, assistance, features, alpha/ beta and others.	Two Business Days

Appendix B – Premier Support Support Target Response Times

Priority	Description	Target First Response Time
Priority 1 (P1)	The Services are “down,” operation of the Services is severely degraded, or there is a critical impact to the Services due to a fault with the network or other software issue. No workarounds. Examples include failures of transmission services or software functions.	Within 30 minutes
Priority 2 (P2)	Significant aspects of the Services are negatively affected by inadequate performance of the network or other software issues. Partial or no workarounds.	Within one hour
Priority 3 (P3)	General issues related to a feature or a set of features. Operational performance of the service is not impaired.	Within four Normal Business Hours
Priority 4 (P4)	Customers require information or assistance with Services’ capabilities,	One Business Day

	installation or configuration and there is little to no effect on its business operations. Included are requests for information, assistance, features, alpha/ beta and others.	
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Acceptable Use Policy

This Acceptable Use Policy (**AUP**) governs the Customer's use of the Platform and Services provided by the Supplier, including any material you upload or generate (**User Content**). It also applies to any contact you make with other Authorised Users via the Platform, and any other ways you use the Services.

The AUP forms part of the Agreement and must be complied with at all times. The Supplier will determine, in its discretion, whether the Customer's use of the Platform and Services breaches this AUP.

Purpose

The purpose of this AUP is to ensure that the Platform and Services are used in a lawful, responsible and appropriate manner. By accessing or using the Platform and Services, the Customer agrees to comply with this AUP.

General Use Restrictions

The Customer shall not, and shall ensure that the Authorised Users and Affiliates do not:

- **Unlawful use:** Use the Platform or Services in any way that breaches any local, national or international law or regulation.
- **Harmful content:** Upload, transmit, distribute or store any material that is unlawful, harmful, defamatory, obscene, offensive, discriminatory, harassing, or otherwise objectionable.
- **Malicious activity:** Introduce, transmit or facilitate the distribution of any virus, malware, Trojan horse, ransomware, spyware, or other malicious code or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- **Unauthorised access:** Attempt to gain unauthorised access to the Platform or Services, or to other accounts, systems or networks connected to them.
- **Interference:** Interfere with or disrupt the integrity, availability, performance, or security of the Platform or Services.
- **Excessive Use:** Use the Platform or Services in a manner that imposes unreasonable or disproportionately large demands on the infrastructure.
- **Intellectual Property:** Use the Platform or Services in a way that infringes or misappropriates the IPR of the Supplier or any third party.
- **Circumvention:** Attempt to bypass or disable any security, authentication, or access controls of the Platform or Services.
- **Fraud:** Use the Platform or Services in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- **Minors:** Use the Platform or Services in any way for the purpose of harming or attempting to harm minors in any way.
- **Harm:** Use the Platform or Services to bully, insult, intimidate or humiliate any person.
- **Advertising:** Use the Platform or Services to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

Customer Responsibilities:

The Customer is responsible for:

- Ensuring that only Authorised Users access and use the Platform and Services.
- Maintaining the confidentiality and security of login credentials, accounts and passwords.
- Ensuring that all data or content provided to the Supplier via the Platform or Services complies with applicable law and this AUP.
- Monitoring and controlling the use of the Platform and Services by its users.

Authorised User Content and Data:

The Customer must ensure that any content or data entered into the Platform or shared as part of the Services is not:

- Defamatory of any person.
- Obscene, offensive, hateful or inflammatory.
- An infringement on any copyright, database right or trade mark of any other person.
- Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Contain illegal content or promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abusive or invade another's privacy, or cause unnecessary annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent the Customer's or Authorised User's identity or affiliation with any person.
- Give the impression that any communication emanates from the Supplier.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Be pornographic.

Illegal content

In addition, the Customer must not use the Supplier's Platform or Services in any way that involves the following:

- Terrorism.
- Child sexual exploitation or abuse including grooming and child sexual abuse material.
- Hate offences.
- Harassment, stalking, making threats or abuse.
- Controlling or coercive behaviour.
- Intimate image abuse.
- Extreme pornography.
- Sexual exploitation of adults.
- Human trafficking.

- Unlawful immigration.
- Fraud and financial offences.
- Proceeds of crime offences.
- Drugs or psychoactive substance offences.
- Firearms, knives and other weapons offences.
- Encouraging or assisting suicide.
- Foreign interference offences.
- Animal cruelty.

Supplier Rights

The Supplier may, without liability:

- **Monitor use:** Monitor the Customer's use of the Platform and Services to verify compliance with this AUP.
- **Suspend access:** Suspend or restrict access to the Platform or Services if the Supplier reasonably suspects or identifies any breach of this AUP.
- **Remove content:** Remove, disable, or delete any content that violates this AUP.
- **Report activity:** Report any activity that appears unlawful to the relevant authorities.

Private Information

The Customer must not process any individual's private information without their express permission. Private information can include home address or physical location information, including street addresses, GPS coordinates or other identifying information related to locations that are considered private; identity documents, including government-issued IDs and social security or other national identity numbers; photo images of them; contact information, including non-public personal phone numbers or email addresses; financial account information, including bank account and credit card details; and other private information, including biometric data or medical records.

Zoom

The Customer must comply with Zoom's Acceptable Use Guidelines at all times, found at <https://www.zoom.com/en/trust/acceptable-use-guidelines/>.

Enforcement

Failure to comply with this AUP constitutes a material breach of the Agreement. The Supplier reserves the right to suspend or terminate access to the Platform and Services where a breach occurs, in addition to any other remedies available.

Updates

The Supplier may update this AUP from time to time in order to ensure appropriate use of the Platform and Services or comply with the applicable laws and regulatory requirements. Any such changes to the AUP will be posted on the Supplier's Trust Centre and the Customer's continued use of the Platform and Services constitutes acceptance of the revised AUP.

IntegrationHub Data Processing Agreement

This Data Processing Agreement (**DPA**) forms part of the Agreement between the Supplier and the Customer and sets out the Parties' obligations regarding the handling of personal data. The DPA is effective on the Effective Date.

Introduction

1. Definitions

- 1.1. Capitalised terms used but not defined in the DPA have the meanings set out in the Agreement.
- 1.2. Capitalised terms used in the DPA but not defined elsewhere have the following meanings:

Agreement: means the IntegrationHub Terms of Service.

Data Protection Legislation: means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom (**UK**) or of a part of the UK which relates to the protection of personal data.
- b) to the extent the EU GDPR applies, the law of the European Union (**EU**) or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Personal Data Breach: has the meaning given to it under the Data Protection Legislation.

Purpose: the propose for which the personal data is processed, as set out in Annex A.

Sub-Processor: has the meaning given to it under the Data Protection Legislation.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

The terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.

2. Introduction

- 2.1. This DPA is subject to and incorporated into the Agreement.
- 2.2. In the event of a conflict between any of the provisions of this DPA and the provisions of the Agreement, the provisions of the DPA will prevail.
- 2.3. The Parties will comply with all applicable requirements of the Data Protection Legislation. This DPA is in addition to, and does not relieve, remove or replace a Party's obligations or rights under the Data Protection Legislation.

3. The Roles of the Parties

- 3.1. The Parties have determined that, for the purposes of the Data Protection Legislation;
 - a) the Customer is the Controller and the Supplier is the Processor;

- b) and the Supplier shall process the personal data set out in this DPA and Annex A of this DPA.

- 3.2. By entering into the Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives, agents and customers, in respect of) all actions taken by the Supplier in connection with the processing of personal data related to the Services.
- 3.3. Without prejudice to the generality of section 3.2, the Customer will ensure that it has all necessary appropriate consents and notices in place in relation to the lawful processing of personal data for the duration and purpose of the Agreement and any relevant retention period.

4. Personal Data Types and Processing Purpose

- 4.1. Annex A sets out the scope, nature and Purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

5. The Supplier's Obligations

- 5.1. The Supplier shall, in relation to personal data processed in the provision of the Services:

- a) process that personal data only on the documented instructions of the Customer, which shall be to process the personal data for the Purpose set out in Annex A, unless the Supplier is required by the Data Protection Legislation to otherwise process that personal data. Where the Supplier is relying on the Data Protection Legislation as the basis for processing the personal data, the Supplier shall notify the Customer of this before performing the processing required by the Data Protection Legislation unless the Supplier is lawfully prohibited from doing so.
- b) inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe the Data Protection Legislation.
- c) implement the technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
- d) ensure that any personnel engaged and authorised by the Supplier to process the personal data have committed themselves to confidentiality or are under appropriate statutory or common law obligation of confidentiality;
- e) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

- g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by the Data Protection Legislation to continue to process that personal data. In the event the Customer does not make such a request, the Supplier shall retain the personal data for a period of no more than 3 months, after which time the Supplier shall delete the personal data.
- h) maintain records to demonstrate its compliance with this section 5 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this Purpose on not less than 30 days written notice and at the Customer's expense.

6. Sub-Processors

6.1. The Customer hereby provides its prior, general authorisation for the Supplier to:

- a) appoint Sub-Processors to process the personal data, provided that the Supplier:
 - i) shall ensure that the terms on which it appoints such Sub-Processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this DPA; and
 - ii) shall remain responsible for the acts and omissions of any such Sub-Processor as if they were the acts and omissions of the Supplier.

6.2. The Supplier maintains an up-to-date list of Sub-Processors, including their locations and the types of services they provide on the Supplier's Trust Centre ("**Sub-Processor List**"). The Supplier may update the Sub-Processor List from time to time to reflect the appointment of additional or replacement Sub-Processors.

6.3. The Customer will be entitled to object to the appointment of a new Sub-Processor, where that Sub-Processor is relevant to the Services used by the Customer, if the use of that Sub-Processor objectively has caused, or is likely to cause, a material data protection risk. Any such objection must be notified to the Supplier in writing within 14 days of the Sub-Processor List being updated to reflect the appointment of the Sub-Processor.

6.4. If the Customer objects to the use of a Sub-Processor in accordance with section 6.3 above, then the Parties will (acting reasonably and in good faith) promptly discuss the Customer's objections and the Supplier must either:

- a) not use or cease to use that Sub-Processor to process personal data; or
- b) permit the Customer to terminate the Agreement, or the element of Services to which the Sub-Processor relates, without additional liability.

6.5. The Customer acknowledges and agrees that it authorises the Supplier to engage the Sub-Processors identified on the Sub-Processor List as at the Effective Date.

7. Transfers

7.1. The Customer provides its prior, general authorisation for the Supplier to transfer personal data outside of the UK as required for the Purpose, provided that the following conditions are met:

- a) the personal data is transferred to a country or territory that is recognised by the appropriate regulatory body as providing adequate protection for the privacy rights of individuals; or
- b) the Supplier participates in a valid cross-border mechanism under the Data Protection Legislation, to ensure appropriate safeguards and an adequate level of protection are in place in accordance with the Data Protection Legislation.

Annex A – Particulars of Processing

Scope	The Supplier is permitted to process personal data for the purpose of supplying the Services to the Customer in accordance with the Agreement.
Nature	The nature of processing the personal data consists of collection, recording, organisation, structuring, storage, consultation, use, disclosure and deleting data.
Purpose	The purpose of the processing is the supply of the Services in accordance with the Agreement.
Duration	For the Service Period, and up to three months post termination, after which all data will be deleted.
Types of Personal Data	Data relating to individuals provided to the Supplier by the Customer or any person the Customer authorises or directs to engage with the Supplier in accordance with the Agreement, including: • Name • Address • Email address • Phone number • Communication content provided by the Customer in its use of the Services, including from participation in voice, video, chat, SMS, WhatsApp, Facebook, email, or other means of communication through use of Zoom and the data in any underlying third-party platform. • Recordings or transcriptions of communications if such recording is permitted by the Customer's administrator controls. The Supplier does not intentionally process special category data on behalf of the Customer. However, the Customer acknowledges that, in its use of the

	Services, it may provide or upload special category data due to the nature of the contents of the communications. If the Customer provides or causes the processing of any special category data through its use of the Services, it is the Customer's sole responsibility to ensure all necessary legal bases for processing, including but not limited to, obtaining and maintaining all appropriate consents, and providing all required notices, are in place.
Categories of Data Subjects	• Customer's Employees • Customer's Agency Workers • Customer's Contractors • End Customer
Hosting and Data Access Location	• Personal data will be hosted in a region located in the UK and applicable to the Customer's account configuration. Personal data will be accessed by the Supplier's personnel located in the UK for the purposes of providing the Services, specifically in accordance with a submitted support ticket, or specific to reporting requirements as opted into by the Customer.
Sub-processors	A full list of our current sub-processors can be found below.

IntegrationHub Sub-Processors

The following list provides information regarding the Sub-Processors that may have access to personal data when providing the Services to the Customer.

Essential Sub-Processors			
Used to host personal data or provide specific functionalities within the Services			
Entity Name	Types of Service	Location	Transfer mechanism
Amazon Web Service	Cloud hosting, infrastructure, storage and related services required for the operation and delivery of the Platform and Services.	UK (as per the Customer's hosting region).	

Optional Sub-Processors			
Used by the Supplier to offer enhanced features and capabilities. These optional Sub-Processors are not required for the core Services, and will only be used if and when the Customer opts in to the specific features or products listed below.			
Entity Name and Feature/Product	Types of Service	Processing Location	Transfer mechanism

PROFESSIONAL SERVICES TERMS

Introduction

By signing or submitting an Order Form (whether in hard copy for or via our online ordering process) or receiving, accessing or using the Professional Services provided by Accelerate Limited ("**Supplier**") you, a person or legal entity, agree to be bound by the Professional Services Terms ("**PS Terms**"). If you sign or accept an Order Form or Statement of Work, or engage the Professional Services on behalf of a company or other legal entity, you represent that you have authority to bind such entity to these PS Terms. If you do not have such authority, or if you do not agree with the PS Terms, you must not accept these PS Terms and may not access or receive the Professional Services.

For the purpose of the PS Terms, any person or legal entity making use of or purchasing the Professional Services, will be referred to as the **Customer** or **you**. The Supplier and Customer are also referred to as a **Party** individually and collectively referred to as the **Parties**. Where the Professional Services are procured under the G-Cloud Framework, references in the PS Terms to a **Customer** shall be construed as references to the **Buyer**, and any reference to an **Order Form** shall be deemed to be a reference to the applicable **Call-Off Contract**.

1. Commencement and Duration

1.1 These PS Terms shall apply from the Effective Date until all Statements of Work have been completed or terminated, unless terminated earlier in accordance with these PS Terms ("**Term**").

1.2 Professional Services shall commence on the Start Date specified in the applicable Order Form or Statement of Work.

2. Professional Services

2.1 The Supplier shall provide the Professional Services to Customer in accordance with the applicable Order Form and Statement of Work.

2.2 Each Order Form and Statement of Work shall be governed by the PS Terms. In the event of any conflict between the documents referred to in the PS Terms, the following order of precedence shall apply:

- a. the Statement of Work;
- b. the Order Form;
- c. the PS DPA;
- d. the PS Terms.

2.3 The Supplier shall:

- a. perform the Professional Services with reasonable skill and care, in accordance with good industry practice and standards;
- b. use reasonable endeavours to meet any performance dates specified in a Statement of Work;

- c. maintain all licences, consents and permissions needed to supply the Professional Services in accordance with these PS Terms, excluding any licences, consents and permissions that the Customer is responsible for maintaining;
- d. use reasonable endeavours to ensure its personnel observe any health and safety and security requirements that apply at the Customer's premises they access and that have been communicated to the Supplier in advance. The Supplier shall not be liable if, as a result of observing these requirements, it is in breach of any of its obligations under these PS Terms;
- e. comply with all applicable laws, statutes and regulations in force from time to time, provided that the Supplier shall not be liable under the PS Terms if such compliance results in a breach of its obligations under the PS Terms;
- f. use reasonable endeavours to ensure continuity of personnel assigned to provide the Professional Services, but may replace or reassign such personnel if necessary provided that:
 - i. the standard of Professional Services is not materially adversely affected; and
 - ii. any replacement personnel have substantially equivalent or better qualifications and experience.

3. Customer Obligations

3.1 The Customer shall:

- a. co-operate with the Supplier in all matters relating to the Professional Services;
- b. provide, in a timely manner and at no charge, such information, documentation, materials, and decisions as the Supplier may reasonably require for the performance of the Professional Services, and ensure that such information is accurate, complete and not misleading in any material respect;
- c. provide the Supplier with such access to the Customer's premises, systems, and data as is reasonably required by the Supplier to perform the Professional Services;
- d. ensure that its relevant personnel are available to provide input, feedback, and approvals as reasonably required by the Supplier;
- e. ensure that its relevant personnel are suitably trained, experienced and qualified, and are available in a timely manner as reasonably required for the performance of the Professional Services;
- f. ensure that its relevant personnel have full authority to provide instructions, approvals and make decisions on behalf of the Customer in connection with the Professional Services;
- g. comply with any additional Customer responsibilities set out in an applicable Statement of Work; and
- h. be responsible for the accuracy and completeness of any specifications, instructions, or requirements provided to the Supplier.

3.2 If the Supplier's performance of its obligations under the PS Terms is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants, or employees, the Supplier shall:

- a. not be liable for any such delay or failure to perform its obligations;
- b. be entitled to an extension of time for performance equal to the delay caused; and
- c. be entitled to recover any additional costs reasonably incurred as a result of the delay.

3.3 The Customer shall consent to the Supplier using the Customer's group logos on the Supplier's website, marketing collateral and exhibition stands, subject to the Customer's prior approval. The Customer's approval shall not be unreasonably withheld or delayed.

4. Payment and Fees

4.1 The Customer shall pay the Fees to the Supplier in accordance with the payment terms set out in the applicable Order Form and the PS Terms.

4.2 Unless otherwise specified in the applicable Order Form, Fees shall be on a time and materials basis or fixed fee basis.

4.3 Unless otherwise set out in the Order Form:

- a. for time and materials engagements, the Supplier shall invoice the Customer monthly in arrears for the Professional Services provided during the preceding month, based on the daily or hourly rates specified in the Order Form;
- b. for fixed fee engagements, the Supplier shall invoice the Customer according to the milestone related payment schedule specified in the applicable Order Form, typically 50% of the total applicable Fees upon signature and 50% of the total applicable Fees on completion of user acceptance testing; and
- c. for CXaaS, the Supplier shall invoice the Customer monthly in advance at the rate specified in the Order Form.

4.4 In addition to the Fees, the Customer shall reimburse the Supplier for any reasonable expenses incurred in the performance of the Professional Services, in accordance with the Permitted Expenses listed in the Order Form, and provided such expenses are supported by appropriate receipts or other evidence of expenditure and approved by the Customer in advance.

4.5 All amounts are payable in GBP, or as otherwise stated in the Order Form.

4.6 Invoices are due within 30 days of receipt unless otherwise stipulated on the Order Form. In the event of late payment, the Supplier may suspend the Professional Services and charge interest on any outstanding amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue on a daily basis from the due date until paid in full. The suspension of the Professional Services will not relieve the Customer of its obligation to pay such invoices or any other Fees payable to the Supplier.

4.7 The Supplier will not interact with any vendor portals or similar platforms specified or requested by the Customer for any invoice or payment-related activities.

4.8 Each Statement of Work is a separate and independent engagement governed by these PS Terms. Fees set out in one Statement of Work apply solely to that Statement of Work and do not create any entitlement to the same pricing for future Statements of Work. The Supplier may vary or increase its Fees from time to time, provided that any such change shall only come into effect for any future Statement of Work and shall not apply to any Statement of Work already in progress.

4.9 Fees are exclusive of VAT and other applicable taxes, which shall be paid by the Customer at the prevailing rate.

5. Intellectual Property Rights

5.1 Unless otherwise specified in the applicable Statement of Work, the Supplier and its licensors shall retain ownership of all Supplier Background IPR. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

5.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to use the Supplier Background IPR for the purpose of receiving the Professional Services and using the Deliverables solely in connection with the specific Zoom implementation delivered under the applicable Statement of Work, and for maintaining and correcting errors in the Professional Services and Deliverables. This includes the right to permit use by contractors and the Customer's Affiliates solely to the extent necessary for them to operate and/or maintain and correct errors in the Deliverables on the Customer's behalf in connection with the Customer's internal business operations. The Customer shall remain responsible for any such use.

5.3 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the Term of the PS Terms for the purpose of providing the Professional Services to the Customer in accordance with the PS Terms.

5.4 All Newly Created IPR developed or created pursuant to the PS Terms shall automatically vest in the Supplier upon creation (without the need to execute any further deeds or documents). In consideration for the licences granted to the Customer in clauses 5.2 and 5.5, the Customer hereby assigns all such Newly Created IPR to the Supplier, by way of assignment of future Newly Created IPR, with full title guarantee and without charge to the Supplier.

5.5 Subject to full payment of any Fees for the applicable Statement of Work, the Supplier grants to the Customer a non-exclusive, worldwide, royalty-free, perpetual licence to use, modify, and copy the Newly Created IPR solely for the purpose of operating and maintaining the specific Zoom implementation delivered under the applicable Statement of Work, provided that the Customer remains responsible for such use.

5.6 The licences granted in this clause 5 do not include any right to commercialise, distribute, or provide services to third parties. The licences granted in this clause 5 do not apply to the Customer's use of any of the Supplier's other services or platforms, which are governed by separate terms and conditions or terminate automatically upon completion or termination of the applicable Statement of Work.

5.7 Except as expressly provided in the PS Terms, the Customer is not permitted to sub-licence, assign or otherwise transfer the rights granted under this clause to its holding company, its subsidiaries and any subsidiaries of such holding company from time to time.

5.8 The Supplier shall indemnify the Customer in full against any sums awarded by a court against the Customer arising out of or in connection with any claim brought against the Customer for infringement of a third party's Intellectual Property Rights arising out of or in connection with

the receipt or use of the Professional Services by the Customer, provided that this indemnity shall not apply to the extent the claim arises from:

- a. any modification of the Supplier Background IPR or Newly Created IPR by the Customer or its contractors (unless such modification was authorised in writing by the Supplier); or
- b. use of the Supplier Background IPR or Newly Created IPR other than in accordance with the PS Terms or the Supplier's written instructions.

5.9 The Customer shall indemnify the Supplier in full against any sums awarded by a court against the Supplier arising out of or in connection with any claim brought against the Supplier for infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier.

5.10 Notwithstanding any other provision of this clause 5, the Supplier shall retain ownership of:

- a. any general know-how, techniques, methodologies, processes, or technologies developed or used by the Supplier in connection with the Professional Services;
- b. any modifications or enhancements to the Supplier's existing products or services; and
- c. any tools, templates, or reusable components developed by the Supplier during the provision of the Professional Services.

5.11 Each Party warrants that it has the right to grant the licences and rights as set out in this clause 5.

6. User Acceptance Testing

6.1 Following signature of any Order Form, the Supplier and the Customer shall conduct discovery and design sessions and document the outputs of these sessions in a Workbook, which shall be signed by the Parties before the Supplier commences the build phase and serve as the agreed specification for the Acceptance Criteria for the applicable Deliverables. The Workbook shall form part of the applicable Statement of Work and, in the event of any conflict between the Workbook and other provisions of the Statement of Work, the Workbook shall prevail in relation to the specification and Acceptance Criteria only.

6.2 Any changes requested by the Customer after this stage shall constitute a change request and the Change Control Procedure in clause 7 shall apply.

6.3 Unless otherwise specified in the applicable Statement of Work or agreed between the Parties in writing, the following acceptance procedure shall apply to the Deliverables:

- a. upon completion of the Deliverables, the Supplier shall notify the Customer in writing that the Deliverables are ready for acceptance testing and provide the Customer with access to the Deliverables in the agreed test environment;
- b. the Customer shall have up to 10 Business Days (or such other period as specified in the Statement of Work) from the Supplier's notification ("**User Acceptance Period**") to conduct acceptance testing against the Acceptance Criteria and notify the Supplier in writing of any defects that cause the Deliverables to fail to meet the Acceptance Criteria via the Supplier's defined process ("**Defect Notice**");

- c. if the Customer issues a Defect Notice, it shall provide reasonable detail and supporting information of each defect to enable the Supplier to reproduce the defect and remedy it;
- d. if the Customer notifies the Supplier of a Defect Notice during the User Acceptance Period, the Supplier shall have 10 Business Days from receipt of the Defect Notice ("**Supplier Remediation Period**") to use reasonable endeavours to correct such defects and resubmit the Deliverables for further acceptance testing;
- e. upon resubmission of the Deliverables following remediation, the Customer shall have a further 5 Business Days ("**Re-testing Period**") to test only:
 - i. the defects identified in the original Defect Notice; and
 - ii. any areas of functionality directly affected by the remediation; and
- f. deliverables shall be deemed accepted by the Customer on the earliest of:
 - i. the Customer providing written confirmation of acceptance;
 - ii. the expiry of the Customer Testing Period (or any Re-Testing Period) without the Customer issuing a valid Defect Notice; or
 - iii. the Customer using the Deliverables in a live environment (other than for the purpose of user acceptance testing).

6.4 The Customer shall not unreasonably withhold or delay acceptance of any Deliverables that substantially meet the Acceptance Criteria.

6.5 Minor defects that do not materially affect the functionality of the Deliverables shall not be grounds for rejection.

6.6 Any defects that are deemed to be a change to the Agreed Specification for the Deliverables, will be out of scope and shall not be grounds for rejection.

6.7 Any defects that are deemed to be as a result of Zoom behaviour, limitation or characteristic will be out of scope and shall not be grounds for rejection.

6.8 Where a Statement of Work specifies multiple Deliverables with separate delivery dates or go-live dates, the Acceptance Criteria in clause 6.3 above shall apply to each Deliverable independently.

6.9 Where Deliverables are interdependent, the Parties shall agree in the applicable Statement of Work:

- a. the sequence of delivery and testing;
- b. any dependencies between Deliverables that affect acceptance; and
- c. the approach to integrated testing of multiple Deliverables.

6.10 Deemed acceptance shall have the same effect as express written acceptance for all purposes under the PS Terms, including triggering any payment milestones.

7. Change Control Procedure

7.1 Either Party may propose changes to the scope, nature, time schedule, or other material terms in a Statement of Work by submitting a change request to the other Party in writing. Upon

sign off of the Workbook, any subsequent changes to the Agreed Specification will be deemed a formal change and require approval in writing by the Supplier following a change request, unless clauses 7.6, 7.7 or 7.10 apply.

7.2 The Customer may propose a change by submitting a written change request to the Supplier, which shall include:

- a. a description of the proposed change;
- b. the desired implementation timeframe; and
- c. any potential dependencies or constraints the Customer is aware of.

7.3 The Supplier shall, within a reasonable time after receiving a change request, provide a written estimate to Customer of:

- a. the likely time required to implement the change;
- b. any variations to the Professional Services Fees arising from the change;
- c. the likely effect of the change on the Statement of Work; and
- d. any other impact of the change on the terms of the PS Terms or any Statement of Work.

7.4 The Supplier shall not be obliged to proceed with any work related to the change request prior to the Parties signing a written amendment to the relevant Statement or Work and Workbook (where applicable) ("**Change Order**"), except where clauses 7.6, 7.7 or 7.10 apply. No change shall be effective unless and until a Change Order is signed by authorised representatives of both Parties.

7.5 If the Supplier encounters circumstances that may necessitate a change to the Professional Services, it shall notify Customer as soon as reasonably practicable and the Parties shall discuss the need for and scope of any change in good faith.

7.6 For fixed price Statements of Work, all changes must follow the change control procedure above. For Statements of Work that specify Time and Materials pricing ("**T&M Projects**") the following variations shall not require a formal change request or Change Order:

- a. minor adjustments to functionality that do not alter the core Deliverables as described in the Agreed Specification;
- b. clarifications or refinements to requirements that are consistent with the Agreed Specification;
- c. minor corrections or adjustments required due to errors or ambiguities in the information provided during discovery; or
- d. any other variation that the Parties agree in the Workbook may be treated as a minor variation.

7.7 A variation shall only be considered minor if:

- a. the budget threshold specified in the applicable Statement of Work is not exceeded;
- b. the variation does not materially impact the agreed delivery schedule or any key milestone dates specified in the Statement of Work; or

- c. the Supplier has confirmed in writing that the variation is to be treated as a minor variation.

7.8 If the cumulative effort for minor variations approaches the threshold in clause 7.7(a), the Supplier shall notify the Customer and the Parties shall discuss and agree whether:

- a. an increase in the threshold is required via Change Order;
- b. it is necessary to cease applying the minor variation and require a formal change request; or
- c. adjust the scope of the Statement of Work.

7.9 If any variation exceeds the threshold in clause 7.6, it shall be treated as a change requiring a Change Order and processed in accordance with 7.2 to 7.4.

7.10 The Supplier may proceed with implementing an Emergency Change without a signed Change Order if:

- a. the urgency is such that obtaining written approval in advance is not reasonably practicable;
- b. the Customer has given verbal approval; or
- c. the Supplier reasonably believes immediate action is necessary to protect the Customer's interests.

8. Data Protection

8.1 Each Party shall comply with the Data Protection Legislation and the Parties acknowledge for the purposes of the provision of the Professional Services, the Customer is the Controller and the Supplier is the Processor. The Professional Services Data Processing Agreement in Schedule 1 of the PS Terms applies where the Supplier's performance of its obligations under these PS Terms requires the Supplier to process Personal Data on behalf of the Customer.

8.2 The Customer shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purpose of the PS Terms and any Statement of Work.

8.3 In the event the Supplier acts as Controller in its processing of any Personal Data outside of the provision of the Professional Services, the Supplier's Privacy Policy applies.

9. Termination

9.1 Either Party may terminate a Statement of Work:

- a. in accordance with any specific termination provisions set out in that Statement of Work;
- b. by giving 30 days written notice to the other Party;
- c. by giving written notice to the other Party if the other Party commits a material breach of the Statement of Work or the PS Terms that is not remedied within 14 days of receipt of notice of the breach;

- d. if the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- e. the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- f. the other Party's financial position deteriorates to such an extent that in the terminating Party's reasonable opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 The Supplier may terminate the PS Terms with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the PS Terms or an Order Form on the due date for payment.

9.4 Upon termination of a Statement of Work or these PS Terms for any reason:

- a. the Customer shall pay Supplier all amounts due for Professional Services performed and Deliverables provided up to the date of termination;
- b. for time and materials engagements, the Customer shall pay for hours worked up to the effective date of termination;
- c. for fixed fee engagements:
 - i. the Customer shall pay for completed Milestones and a pro-rated amount for partially completed Milestones;
 - ii. if termination is for the Supplier's material breach, the Customer shall pay only for accepted Deliverables;
- d. the Supplier shall return or securely destroy, at Customer's option, all Customer Materials related to the terminated Statement of Work; and
- e. each Party shall return any Confidential Information of the other Party related exclusively to the terminated Statement of Work.

9.5 Termination of a Statement of Work shall not affect any other Statements of Work, or the PS Terms, which shall remain in full force and effect.

9.6 Any provision of the PS Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

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

10. Confidentiality

10.1 Each Party will keep confidential all information disclosed by the other Party "Disclosing Party") and shall not, without the Disclosing Party's prior written consent, disclose, copy or modify

the Disclosing Party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under these PS Terms. The Parties agree that either Party may be provided with Confidential Information under these PS Terms and that for this purpose Confidential Information is material that is disclosed by either Party which is:

- a. labelled confidential information; or
- b. would reasonably be considered confidential because of its nature and the manner of disclosure.

10.2 Confidential Information includes the Customer Materials, and all aspects of the Professional Services and the Fees.

10.3 Confidential Information does not include information:

- a. that is or becomes publicly known;
- b. is lawfully disclosed to the receiving Party by a third party without restriction on that disclosure;
- c. is independently developed by the receiving Party, and this can be demonstrated by written evidence; or
- d. is required to be disclosed by law, any court or regulatory or administrative body.

10.4 The Parties agree to:

- a. hold the other Party's Confidential Information in confidence;
- b. promptly notify the other of any unauthorised use, disclosure, theft or loss of the Disclosing Party's Confidential Information immediately upon becoming aware of the same.

10.5 The Customer agrees that the Supplier may disclose the Customer's Confidential Information to those of the Supplier's employees and contractors who are involved in providing the Services, but only where necessary under these PS Terms and provided they are bound by similar confidentiality obligations. The Supplier will remain responsible for their compliance with this clause 10.

10.6 The provisions of this clause 10 shall survive termination or expiry of these PS Terms, howsoever caused or implemented.

11. Limitation of Liability

11.1 Nothing in the PS Terms limits the Customer's obligations to pay the Fees.

11.2 Nothing in the PS Terms limits liability for:

- a. any liability that cannot be excluded or limited by law;
- b. death or personal injury caused by negligence; or
- c. fraud or fraudulent misrepresentation.

11.3 Subject to clause 11.2 the Supplier's total aggregate liability for any claims arising out of or in connection with each Statement of Work, whether in contract, tort (including negligence), misrepresentation, or otherwise, shall be limited to £500,000.

11.4 Notwithstanding the limitations of liability in the PS Terms, the Supplier shall not be liable for:

- a. delays or failures resulting from the Customer's failure to perform its obligations under the PS Terms or a Statement of Work;
- b. defects in the Deliverables resulting from modifications, configurations, or changes made by the Customer or any third party without the Supplier's approval;
- c. failures resulting from the Deliverables being used in a manner not specified in the applicable Statement of Work or the Supplier's instructions;
- d. defects or failures resulting from incorrect or incomplete information or materials provided by the Customer;
- e. defects or failures which the Customer has expressly accepted in writing following acceptance testing;
- f. defects which were discoverable through reasonable testing during the acceptance testing period but were not identified by the Customer;
- g. loss of profits;
- h. loss of sales or business;
- i. loss of anticipated savings;
- j. loss of use or corruption of software, data or information;
- k. loss of or damage to goodwill; and
- l. indirect or consequential loss.

11.5 The Supplier shall have no liability for any loss or damage to the extent that such loss or damage arises from or relates to the failure, malfunction, or unavailability of:

- a. the Zoom platform or any other third party software or services;
- b. the Customer's existing systems, network infrastructure, or internet connectivity;
- c. the Customer to cooperate or provide timely information;
- d. any hardware not supplied by the Supplier; or
- e. is caused by the Customer's failure to implement reasonable business continuity or disaster recovery procedures.

12. Subcontracting

The Supplier may appoint suitably qualified and skilled subcontractors to perform specific parts of the Professional Services. The Supplier shall remain liable for the acts and omissions of its subcontractors as if they were the acts and omissions of the Supplier. The Supplier will discuss any proposed subcontracting arrangements with the Customer in advance.

13. Force Majeure

Neither Party shall in any circumstances be in breach of a Statement of Work or the PS Terms nor liable for delay in performing, or failure to perform, any of its obligations under the PS Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues

for 30 days, the Party not affected may terminate the affected Statement of Work by giving 30 days written notice to the other Party.

14. Non-Solicitation

14.1 During the Term and for a period of 2 years after termination or expiry of these PS Terms, the Customer shall not (and shall procure that none of its Affiliates shall), without the prior written consent of the Supplier:

- a. solicit or entice away (or attempt to solicit or entice away) any Restricted Person from the employment of the Supplier (or any of its Affiliates), other than by means of a public recruitment campaign not specifically targeted at the staff of the Supplier; or
- b. employ or engage any Restricted Person.

14.2 If the Customer commits any breach of clause 14.1, the Customer shall, on demand, pay to the Supplier a sum equal to 100% of one year's basic salary that was payable by the Supplier to the Restricted Person, plus the recruitment costs incurred by the Supplier in replacing that person.

15. Entire Agreement

These PS Terms constitute the entire agreement between the Parties. Each Party acknowledges that in entering into these PS Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these PS Terms. Each Party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in these PS Terms.

16. Variation

No variation of these PS Terms shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. Assignment and Other Dealings

17.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these PS Terms.

17.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these PS Terms.

18. Waiver

A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1 If any provision or part-provision of the PS Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the PS Terms.

19.2 If any provision or part-provision of the PS Terms is deemed deleted under clause 19.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. No partnership or agency

20.1 Nothing in the PS Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Third party rights

No one other than a Party to these PS Terms, their successors and permitted assigns shall have any right to enforce any of its terms.

22. Rights and remedies

The rights and remedies provided under the PS Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Notices

23.1 Any notice given to a Party under or in connection with these PS Terms shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b. sent by email to contractnotices@acceleraate.com for the Supplier, and the email address provided by the Customer to the Supplier on the applicable Order Form.

23.2 Any notice shall be deemed to have been received:

- a. If delivered by hand, at the time the notice is left at the proper address;
- b. If sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the Business Day after posting;
- c. If sent by email, at the time of transmission, or, if this time falls outside of Business Hours in the place of receipt, when Business Hours resume.

23.3 This clause 23 does not apply to the service of any proceedings or other documents in any legal action, or, where applicable, any arbitration or other method of dispute resolution.

24. Survival

24.1 Any provision of these PS Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these PS Terms shall remain in full force and effect.

24.2 Termination or expiry of these PS Terms shall not affect any rights, remedies, obligations or liability of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these PS Terms which existed at or before the date of termination or expiry.

25. Governing law

These PS Terms 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 laws of England and Wales.

26. Jurisdiction

The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the PS Terms, its subject matter or its formation (including non-contractual disputes or claims).

27. Definitions

The following definitions and rules of interpretation apply in these PS Terms:

Acceptance Criteria means the agreed specification in respect of the Deliverables, which shall be included in the Workbook and form the criteria for acceptance.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than 50% of the voting interests of the entity.

Business Days means a day other than a Saturday, Sunday or public holiday in England, when banks of London are open for business.

Business Hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of a receipt.

Buyer means, where the Professional Services are procured under the G-Cloud Framework, the public sector body or contracting authority identified as the buyer in the applicable Call-Off Contract.

Call-Off Contract means a call-off contract entered into pursuant to the G-Cloud Framework under which the Buyer procures Professional Services from the Supplier, as identified in and governed by the applicable call-off terms.

Change Control Procedure means the procedure for managing changes as set out in clause 7 of the PS Terms.

Change Order means the written amendment to a Workbook or a Statement of Work, executed by both Parties in accordance with clause 7 to document an approved change and form part of the applicable Statement of Work.

Customer Materials means all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier in which Intellectual Property Rights are owned by the Customer.

CXaaS or Customer Experience as a Service means the ongoing service provided by the Supplier to the Customer, as detailed in the Order Form (where applicable).

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the United Kingdom which apply to a Party including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and the regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and (where applicable) the EU GDPR and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority relating to the use of personal data.

Deliverables means each distinct output, configuration, or implementation specified in a Statement of Work as a separate deliverable item, which may encompass documents, products, materials, software configurations, integrations, and customisations developed by the Supplier specifically for Customer in relation to the Professional Services.

Effective Date means the date these PS Terms are signed by both Parties.

Emergency Change means a change that the Supplier reasonably determines must be implemented immediately where delay would create material risk to the Customer's business operations or the viability of the Professional Services, including but not limited to, urgently addressing a critical security vulnerability, ensuring compliance with applicable laws or regulations, responding to a failure or change in the Zoom Products that materially affects the Professional Services.

EU GDPR means the General Data Protection Regulation 2016/679.

Fees means the charges for the Professional Services as set out in the applicable Order Form.

G-Cloud Framework: the Crown Commercial Service (CCS) framework agreement for the provision of cloud services, including the Digital Marketplace, under which the Buyer may procure cloud-based services from suppliers who have been appointed to the framework in accordance with its terms and conditions.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestone means a milestone for the provision of Professional Services or delivery of Deliverables as specified in an Order Form or Statement of Work.

Newly Created IPR means all Intellectual Property Rights specifically developed or created by or on behalf of the Supplier for the sole purpose of fulfilling the Supplier's obligations under a specific Statement of Work and embodied in the Deliverables, but excluding any Customer Materials, Supplier Background IPR, and any general know-how or techniques acquired by the Supplier.

Permitted Expenses means the reasonable expenses permitted, as listed in any Order Form.

Professional Services means the services to be provided by Supplier to Customer as detailed in a Statement of Work, which may include (without limitation) consultancy, integration, implementation, and customisation services.

Restricted Person means any person employed by the Supplier during the Term who is or has been involved in the provision of the Professional Services.

Start Date means the date the Professional Services shall commence as set out in the Order Form.

Statement of Work or **SOW** means a written document agreed and signed by both Parties describing the specific Professional Services to be performed by Supplier, substantially in the form set out in Appendix 1 to the PS Terms.

Supplier Background IPR means all Intellectual Property Rights owned by or licensed to the Supplier (other than Newly Created IPR), including all pre-existing software, tools, frameworks, methodologies, processes, templates, know-how and technical documentation, and any modifications, enhancements, or derivative works of general application developed by the Supplier at any time (whether before, during, or after the Term).

Supplier IPR means the Supplier Background IPR and Newly Created IPR.

Term means the period defined in clause 1.1.

Third Party Solutions means the third party software or services that interoperate, integrate, or are otherwise used in connection with the Professional Services, or Platform and Services.

User Acceptance Period means as defined in clause 6.3(b).

Workbook the document created by Supplier during discovery sessions recording the agreed specification, requirements and Acceptance Criteria for the Deliverables, as signed by the Parties.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Zoom means Zoom Communications Inc.

Zoom Products means any Zoom products or Zoom services that interoperate, integrate, or are otherwise used in connection with the Professional Services, or Platform and Services.

Schedule 1 – Professional Services Data Processing Agreement

The Professional Services Data Processing Agreement (**PS DPA**) forms part of the PS Terms between the Supplier and the Customer and sets out the Parties' obligations regarding the handling of personal data. The PS DPA is effective on the Effective Date.

Introduction

1. Definitions

1.1. Capitalised terms used but not defined in the PS DPA have the meanings set out in the PS Terms.

1.2. Capitalised terms used in the PS DPA but not defined elsewhere have the following meanings:

Data Protection Legislation: means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom (**UK**) or of a part of the UK which relates to the protection of personal data.
- b) to the extent the EU GDPR applies, the law of the European Union (**EU**) or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

End Customer: the Customer's customer.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Personal Data Breach: has the meaning given to it under the Data Protection Legislation.

PS Terms: means the Professional Services Terms.

Purpose: the purpose for which the personal data is processed, as set out in Annex A.

Sub-Processor: has the meaning given to it under the Data Protection Legislation.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

The terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.

2. Introduction

2.1. This PS DPA is subject to and incorporated into the PS Terms.

2.2. In the event of a conflict between any of the provisions of this PS DPA and the provisions of the PS Terms, the provisions of the PS DPA will prevail.

2.3. The Parties will comply with all applicable requirements of the Data Protection Legislation. This PS DPA is in addition to, and does not relieve, remove or replace a Party's obligations or rights under the Data Protection Legislation.

3. The Roles of the Parties

3.1. The Parties have determined that, for the purposes of the Data Protection Legislation;

- a. the Customer is the Controller and the Supplier is the Processor;

- b. and the Supplier shall process the personal data set out in this PS DPA and Annex A of this PS DPA.

3.2. By entering into the PS Terms, the Customer consents to (and shall procure all required consents from its personnel, representatives, agents and customers, in respect of) all actions taken by the Supplier in connection with the processing of personal data related to the Professional Services.

3.3. Without prejudice to the generality of section 3.2, the Customer will ensure that it has all necessary appropriate consents and notices in place in relation to the lawful processing of personal data for the duration and purpose of the PS Terms and any relevant retention period.

4. Personal Data Types and Processing Purpose

4.1. Annex A sets out the scope, nature and Purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

5. The Supplier's Obligations

5.1. The Supplier shall, in relation to personal data processed in the provision of the Professional Services:

- a. process that personal data only on the documented instructions of the Customer, which shall be to process the personal data for the Purpose set out in Annex A, unless the Supplier is required by the Data Protection Legislation to otherwise process that personal data. Where the Supplier is relying on the Data Protection Legislation as the basis for processing the personal data, the Supplier shall notify the Customer of this before performing the processing required by the Data Protection Legislation unless the Supplier is lawfully prohibited from doing so.
- b. inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe the Data Protection Legislation.
- c. implement the technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
- d. ensure that any personnel engaged and authorised by the Supplier to process the personal data have committed themselves to confidentiality or are under appropriate statutory or common law obligation of confidentiality;
- e. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under applicable Data Protection Laws with

respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- f. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- g. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by the Data Protection Legislation to continue to process that personal data. In the event the Customer does not make such a request, the Supplier shall retain the personal data for a period of no more than 3 months, after which time the Supplier shall delete the personal data.
- h. maintain records to demonstrate its compliance with this section 5 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this Purpose on not less than 30 days written notice and at the Customer's expense.

6. Sub-Processors

6.1. The Customer hereby provides its prior, general authorisation for the Supplier to:

- a. appoint Sub-Processors to process the personal data, provided that the Supplier:
 - ii) shall ensure that the terms on which it appoints such Sub-Processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this PS DPA; and
 - ii) shall remain responsible for the acts and omissions of any such Sub-Processor as if they were the acts and omissions of the Supplier.

6.2. The Supplier maintains an up-to-date list of Sub-Processors, including their locations and the types of services they provide here ("**Sub-Processor List**"). The Supplier may update the Sub-Processor List from time to time to reflect the appointment of additional or replacement Sub-Processors.

6.3. The Customer will be entitled to object to the appointment of a new Sub-Processor, where that Sub-Processor is relevant to the Services used by the Customer, if the use of that Sub-Processor objectively has caused, or is likely to cause, a material data protection risk. Any such objection must be notified to the Supplier in writing within 14 days of the Sub-Processor List being updated to reflect the appointment of the Sub-Processor.

6.4. If the Customer objects to the use of a Sub-Processor in accordance with section 6.3 above, then the Parties will (acting reasonably and in good faith) promptly discuss the Customer's objections and the Supplier must either:

- a. not use or cease to use that Sub-Processor to process personal data; or

- b. permit the Customer to terminate the PS Terms, or the element of Professional Services to which the Sub-Processor relates, without additional liability.

6.5. The Customer acknowledges and agrees that it authorises the Supplier to engage the Sub-Processors identified on the Sub-Processor List as at the Effective Date.

7. Transfers

7.1. The Customer provides its prior, general authorisation for the Supplier to transfer personal data outside of the UK as required for the Purpose, provided that the following conditions are met:

- a. the personal data is transferred to a country or territory that is recognised by the appropriate regulatory body as providing adequate protection for the privacy rights of individuals; or
- b. the Supplier participates in a valid cross-border mechanism under the Data Protection Legislation, to ensure appropriate safeguards and an adequate level of protection are in place in accordance with the Data Protection Legislation.

Annex A – Particulars of Processing

Scope	The Supplier is permitted to process personal data for the purpose of supplying the Professional Services to the Customer in accordance with the PS Terms .
Nature	The nature of processing the personal data consists of collection, recording, organisation, structuring, storage, consultation, use, disclosure and deleting data.
Purpose	The purpose of the processing is the supply of the Professional Services in accordance with the PS Terms .
Duration	For the Term, after which all data will be deleted.
Types of Personal Data	Business Contact Information of the Customer's personnel. Any access to End Customer personal data occurs only after go-live and only to the extent that such access is required to support the Customer's specific Zoom integration. Such data relating to individuals provided to the Supplier by the Customer or any person the Customer authorises or directs to engage with the Supplier in this context may include: • Name • Address • Email address • Phone number • Communication content provided by the Customer, including from participation in voice, video, chat, SMS, WhatsApp, Facebook, email, or other means of communication through use of Zoom and the data in any underlying third-party platform. • Recordings or transcriptions of communications if such recording is permitted by the Customer's administrator controls. If the Customer provides or causes the processing of any special category data through its use of the Professional Services, it is the Customer's sole responsibility to ensure all necessary legal bases for processing, including but not limited to, obtaining and maintaining all appropriate consents, and providing all required notices, are in place.
Categories of Data Subjects	• Customer's Employees • Customer's Agency Workers

	• Customer's Contractors • End Customer
Hosting and Data Access Location	• Personal data will be hosted in a region located in the UK and applicable to the Customer's account configuration. Personal data will be accessed by the Supplier's personnel located in the UK for the purposes of providing or supporting the Professional Services.
Sub-processors	A full list of our sub-processors can be found below.

Professional Services Sub-Processors

The following list provides information regarding the Sub-Processors that may have access to personal data when providing the Services to the Customer.

Essential Sub-Processors			
Used to host personal data or provide specific functionalities within the Services			
Entity Name	Types of Service	Location	Transfer mechanism
Zoom	Used as a communication tool for communication with Customer's team as part of providing the Professional Services.	Europe	
Microsoft	Used as a communication tool for communication with Customer's team as part of providing the Professional Services.	UK	



Privacy & GDPR Policy

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1. Introduction

Accelerate is committed to respecting your privacy and complying with all applicable data protection and privacy laws. This Privacy Policy explains how we collect, use, and protect your information when you visit our websites, attend our events, download our content, watch our webinars, apply for a job, or when you use our products and services.

For the purpose of applicable Data Protection Legislation, the data controller responsible for certain personal data shared when using our services is:

Legal Entity: Accelerate Limited

Email address: data@accelerate.com

Postal address: C/O Alexander & Co., Centurion House, 129 Deansgate, Manchester, M3 3WR

Users can visit our websites without disclosing any personally identifiable information (although please note that we may use cookies and collect other non-personally identifiable information about your browsing activity – please see our Website Privacy Policy & Website Cookie Policy for more details).

Where users do submit personal information for example by ordering products, services, or completing a web form Accelerate will use your personal information as set out in this policy.

2. Purpose

This policy aims to explain how we collect and process personal data through your use of our services, including any data you may provide through when you purchase our products and services, or otherwise through your use of the services.

The services are not intended for use by children, although you acknowledge that we will collect and process data relating to children (and anyone else) if they use the services.

It is important that you read this policy together with any other privacy notice or fair processing notice we may provide on occasions when we are collecting or processing personal data about you, so that you are aware of how and why we are using your data.

This Privacy and GDPR Policy supplements the other notices and is not intended to override them.



3. Personal Data Collection

Accelerate endeavours to collect and use your personal information only with your knowledge and/or where required or permitted by applicable law, your consent and typically when you order and subsequently use products and services, make product or customer enquiries, register for information or other services, request product information, submit a job application or when you respond to communications from us.

We may also collect your information if you request a quote from us via a website form or via email, in which case it shall be within our legitimate interests to contact you (subject to any preferences expressed by you). The type of personal information we may collect could include, for example:

Identity: Title, First Name, Last Name, Username, Business Name, Job Title.

Contact: Postal address, billing address, email address, telephone number.

Technical: IP address, browser type and version, time zone and location, operating system, platform, type of device.

Transaction Data: Payments to and from you, and other details of products and services you have purchased from us.

Marketing & Communications: Includes your preferences in receiving marketing from us and your communication preferences.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences (except for employees, who agree to this data being collected prior to commencing employment with Accelerate).

We may receive data about you from various third parties and public sources as set out below:

- Analytics providers such as Google based outside the EU.
- Advertising networks such as Google, Bing, Facebook, Twitter based outside the EU.
- Usage Data from communications providers such as Zoom & Amazon (AWS) based inside and outside the EU.
- Search information providers such as Google or MSN based outside the EU.
- Contact and Transaction Data from providers of technical, payment and delivery services such as Amazon (AWS) based outside the EU.



- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

If you choose to provide us with personal information it will be used in support of the intended purposes stated at the time at which it was collected, and where appropriate, subject to any preferences indicated by you.

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

4. Non-personal Identifying Information

We may also collect non-personally identifying information about your visit to our websites based on your browsing activities. This information may include the pages you browse, and products and services viewed or ordered for example. This helps us to better manage and develop our sites, to provide you with a more enjoyable, customised service and experience in the future.

5. How we use your information

Accelerate will only use your personal data when the law allows us to. We may use your information for a number of purposes which include: processing orders and managing and administering your account; delivering services, products or information requested by you; responding to support tickets or account enquiries; administering debt recovery; verifying your identity when required.

If you are business customer or prospective business customer, we may store and use your information to contact you for sales and marketing purposes (relying on the soft opt in under applicable legislation) unless you specifically ask not to be contacted for such purposes. If you have attended one of our events or webinars we may contact you by email or telephone to ask for your feedback on the event you attended.

To update your marketing preferences or to unsubscribe please email data@accelerate.com and quote your full name, email address, and/or account number and tell us what you want us to do.



6. Purposes for which we use your personal data

Purpose	Type	Lawful basis
To manage our relationship with you, which may include: (a) Notifying you about changes to our Policies (b) Communicating with you if you contact us	Identity Contact Profile Marketing & Communications	(a) Performance of a contract (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests, to keep our records updated
To administer and protect our business and services.	Identity Contact Technical	Necessary to protect our legitimate interests (running our business, provision of administration and managed services, to prevent fraud, to collect monies, and in the context of a business reorganisation or restructuring exercise.
To deliver relevant content and advertisements to you and measure the effectiveness of what we serve to you	Identity Contact Marketing & Communications Technical	Necessary for our legitimate interests (to monitor how customers engage with our content and services, to grow our business and inform sales & marketing strategy.)



To use data analytics to improve services, marketing, customer relationships, and customer experiences.	Technical	Necessary for our legitimate interests (to define types of customers for our products and services, to keep services relevant, to develop our business, and to inform sales & marketing strategy.)
To make suggestions and recommendations to you about products or services that may be of interest to you.	Identity Contact Technical	Necessary for our legitimate interests (to develop our products & services, and grow our business.)

7. Disclosure of your personal data

We may only disclose information about you and contact details to (a) companies within the Group for the purposes and subject to the terms of this Privacy Policy Statement; (b) in the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that reorganised entity or third party for the purposes and subject to the terms of this Privacy Policy Statement.

Accelerate does not sell or pass your personal information to third parties (other than as set out in this paragraph) unless you have given us permission, or unless it is strictly necessary to deliver the products and services ordered or used by you. Accelerate may also be obliged to disclose your personal information to meet any legal or regulatory requirements or obligations in accordance with applicable law or in response to a subject access request.

When you buy a product or service, we may make a search with Credit Reference Agencies to assess your credit worthiness. The Credit Reference Agency may make a record of that search. For the purposes of credit referencing, fraud prevention and money laundering regulations we may also share your account information and trade payment performance



with other carefully selected third parties such as credit reference agencies. We may also have to disclose some limited details to third party service providers, suppliers of software for audit reasons.

8. How long do we retain your information?

To ensure we meet our legal data protection and privacy obligations, we hold on to your information for as long as we need it for the purpose(s) you provided it in the first place. In most cases, this means we will keep your information for as long as you continue to use our services, and for a reasonable period of time afterwards. After that we will delete it, other than where we can lawfully keep any data for audit or legal reasons.

By law we must keep basic information about our customers (including Contact, Identity, Transaction Data) for six years after they cease being customers. For all other data, details of retention periods for different aspects of your personal data are available in our retention policy which you can request by contacting us.

We will keep data on our prospect database for a reasonable period from receipt, subject to your right to unsubscribe or be forgotten at any time. The reasonable period considers whether you have had contact with us or otherwise engaged with us during that time. Engaged means you are communicating with us or clicking through from our marketing communications.

For job applicants, if your application for employment is unsuccessful, Accelerate will hold your data on file for 12 months after the end of the recruitment process for legal/audit reasons. At the end of this period, and if you have not engaged in contact with us during that time, your data will be deleted or destroyed.

9. Access to your information

You have the right to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.



- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

You can write to us at any time to obtain details of the personal information we may hold about you or you may ask us to modify, update or delete such information.



To make a request contact: data@accelerate.co.uk

Please quote your name and email address together with your mobile and/or account name (if relevant). It is helpful if requestors also provide details of what information they want a copy of. Accelerate will take reasonable steps to confirm your identity before providing you with any personal information we may hold. We attempt to respond to all legitimate requests within one month, but occasionally it may take us longer if your request is complex. In this case we will notify you.

10. Information Security

All information you provide to us is stored on our secure servers. We use industry standard security and firewalls on our servers. Where we have given you (or where you have chosen) a password which enables you to access certain services, you are responsible for keeping that password confidential. We ask you not to share a password with anyone.

We maintain physical, electronic, and procedural safeguards in connection with the collection, storage, and disclosure of your information.

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorised way, altered, or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We have procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Please be aware that communications over the Internet, such as emails, are not secure unless they have been encrypted. Your communications may route through several countries before being delivered – this is the nature of the Internet. Accelerate cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.



11. Destruction & Disposal

Upon expiry of our retention periods, and subject to any legislative requirements, Accelerate will delete electronic files and confidentially destroy any paper files by way of crosscut shredding. All cloud-based storage that is no longer in use will be audited and sanitised.

Users must return all Accelerate assets in their possession upon termination of their employment, contract, or agreement. It is not permitted to pass or swap any Accelerate equipment or accessories between users. Computer storage media such as laptops will not be redistributed, sold, or donated without prior sanitisation to clear all data. The sanitisation method involves Multi-Pass Pattern Wiping to clear the hard disk drive. Where equipment is at end of life (EoL) we undertake secure disposal by means of disintegration.

In cases where a user uses their own personal equipment, the BYOD procedures should be followed to ensure that all relevant information is transferred to the company, and securely erased from the equipment. This process is managed via Hexnode MDM, which also controls BYOD access and monitoring. For more information, please refer to our BYOD Policy.

Confidential information must not be stored in or on any removable media. This includes USB flash drives, external hard disk drives, CDs/DVDs. Employees, contractors, and partners may only use company-approved cloud storage, protected by Accelerate's documented security and encryption protocols.

12. The Policy in Practice

Accelerate reserves the right to amend this Privacy & GDPR Policy at any time, and in response to changes in applicable legislation. If at any point we decide to use personal information in a manner different from that stated at the time it was collected, we will tell you. You will have a choice as to whether you agree.

Clients should note that a specific/dedicated DPIA may form part of our contract with you.

If you have an enquiry about our privacy policy or practices, please contact us at data@accelerate.com



You can also contact the ICO if you are unhappy with how we have used your data. We would however appreciate the opportunity to deal with your concerns before you approach the ICO, so please contact us in the first instance.

The ICO's address:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Helpline number: 0303 123 1113

ICO website: www.ico.org.uk

13. Policy Review

We review our policies regularly and any changes will be posted on this page. This Privacy & GDPR Policy was last reviewed and updated in May 2023.



Version Control

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