

Elements Licence Terms and Acceptable Use

All Elements products and services we provide under the G-Cloud 15 Framework Agreement RM1557.15 (the “Framework Agreement”) with the Crown Commercial Service (“CCS”) shall be subject to the following license terms and acceptable use (“Terms”), which shall be incorporated into any resulting call-off contract (the “Agreement”) entered into under the Framework Agreement. Capitalized terms in these Terms are defined in the body or at the end of these Terms or other parts of the Agreement. References to “you”, “your” or similar in these Terms shall be limited to the department or group identified as the Buyer in the Agreement and the other provisions of these Terms, including the definition of “End Users”, shall be construed accordingly.

1. Use of Elements

In consideration for the Charges, we hereby grant to you, during the term of the Agreement (“Term”), a non-exclusive, non-transferable, personal right and license (subject to any limits set out in the proposal) for your internal purposes, to permit the End Users to access and use Elements and the Documentation. We will make the Documentation available for download from the Support Site.

2. Support

We will release updates to Elements from time to time, which may include scheduled versions and patches (“Updates”) together with appropriate release notes. Save for patches addressing security issues, the decision to deploy any given Update will be at your option. Where you choose to, Updates will be deployed into an appropriate test environment prior to deployment to production. You will not have any claim against us that could have been avoided by the deployment of an Update.

We will support Elements in accordance with the service level agreement published on our on-line support portal, currently available at <https://support.symplectic.co.uk> (the “Support Site”), but we will only support versions of Elements that are more than twenty-four (24) months old if agreed with you in writing.

You acknowledge that in order to adequately support Elements, we may require remote access to your systems. If the parties agree that a site visit is required, the time incurred in respect of such visit may be used against any additional support hours you may have pre-purchased, and we will charge you for any additional time, on a time-and-materials basis, as well as for any reasonable expenses we may incur.

3. Customer Data

As between the parties, nothing in the Agreement shall operate to transfer ownership of any Intellectual Property Rights in the Customer Data to us. We will only use the Customer Data to the extent reasonably necessary to enable us to perform our obligations and exercise our rights under this Agreement.

We will have no obligation to review or monitor the content of any Customer Data. You will ensure that we are authorised and otherwise free to lawfully host and process the Customer Data as envisaged by this Agreement and that no part thereof contains any Prohibited Content. You shall indemnify us against all Losses arising from any third party claims in connection with an actual or alleged breach of this clause and the limits and exclusions of liability set out in the Agreement shall not apply. We shall have the right, in our sole discretion, to refuse to host on Elements, or remove or suspend from Elements, any Customer Data which we believe may result in us receiving a claim, or be in breach of this clause.

4. Acceptable use

You shall only use and permit the use of Elements in the manner, to the extent, and for purposes, expressly set out in these Terms. Save to the extent specifically provided in these Terms, all such use shall be exclusively for your own, internal purposes during the Term in accordance with the Documentation.

You shall not, and shall ensure that none of the End Users (if applicable) shall, do or assist, encourage or permit any person to do any of the following, directly or indirectly: (a) copy, modify, adapt or create derivative works of any part of Elements; (b) make available, distribute, sell, rent, lease, license, frame, commercialise or give access to, or use for the benefit or at the direction or expense of, any other person (including as part of a service bureau arrangement) any part of Elements; nor use any part of Elements to develop, or otherwise in connection with, a product or service which competes with any of the products and/or services we offer, to perform competitive analyses or in any way that results in outputs, embeddings, databases, models or other developments that are accessed or otherwise used for any purpose or activity prohibited by this clause; (c) attempt to modify, bypass, interfere with or probe any measure we may use to prevent or restrict access to Elements, nor access or use the same in a way or using means not made available by us for that purpose; (d) decipher, decompile, disassemble, reverse engineer or attempt to derive any source code or underlying ideas or algorithms of, any part of Elements save to the extent permitted by applicable law having first notified us in writing; or (e) upload, import, post, store, download, export, transmit, share, publish, distribute, create or similar any Prohibited Content via Elements; or (f) use any automated means, including robots, scripts, or spiders to access, monitor, crawl, scrape, harvest or mine any part of Elements or use for training, tuning, assessing, validating, augmenting, including to adapt, improve or otherwise develop, algorithms, models or AI systems, including through any learning process, except as explicitly authorized in these Terms, subject to such limits as we may determine from time to time at our absolute discretion. You agree that you will not, at any time, make use of any source code forming part of Elements, whether contained in compiled binaries, scripts, or embedded in supplied databases. You agree not to modify any of Elements' database data, except through permitted methods described in the Documentation (if any).

Any integrations, modifications or other alterations not carried out or authorized by us, or use or installation other than in accordance with the Agreement, the Documentation and/or our instructions; any combination or usage with any product, data, system or service other than in accordance with the terms on which it is provided; shall render any representation or warranty given in respect of Elements invalid.

If we have reason to believe you, including any Authorised User, are not complying with the above restrictions or the terms of any license granted under the Agreement, we may suspend access to any part of Elements and you shall give us access on reasonable notice to such systems, premises and information as we may reasonably request to assess such compliance, provided we shall take reasonable steps to minimize any interruption to you. Your use of Elements is subject to the scope of rights expressly granted in the Terms, including usage and user limits set out in the Agreement. Any use that exceeds this scope is liable for additional charges, which will accrue from the date the excess use began based on current list pricing, without prejudice to any other rights or remedies.

5. Our Intellectual Property Rights

Elements is licensed and not sold. Nothing in the Agreement shall operate or have the effect to transfer to you ownership of any Intellectual Property Rights in or other right, title or interest relating to any part of Elements or other Deliverable or item, or their provision or otherwise, nor grant to you exclusive or perpetual rights (and if any such right, title or interest, for any reason, vests or has vested in you, you hereby assign the same by way of present and future assignment to us or agree to the revocation of such rights, as applicable), or prevent or restrict the use of any techniques, methods,

ideas and know-how that we may acquire during the performance of the Agreement provided such use does not result in the use or disclosure of any of your Confidential Information in breach of the Agreement. If by operation of law or otherwise, any Intellectual Property Rights arising from the Agreement are transferred to you, we shall be free to use and exploit (and allow the use and exploitation of) the same at any time. Any rights granted to you under the Agreement are personal to you, and shall not be considered granted, transferable or sublicensable, (save as specified in the Order Form, Supplier Service Description or proposal) to any other person, including any affiliate, related or associated body. If rights are sublicensed, the sub-licensee may not receive wider rights than those granted to you, limited to use exclusively on your behalf and for your benefit during the Term, and we reserve the right to impose such additional conditions as we may reasonably consider necessary to safeguard our Confidential Information and proprietary rights.

If we grant you any rights to use our trademarks, you shall only use such trademarks for such period as we permit and in accordance with any directions or guidelines we may give you, including as to the form and manner of their application; and such use will be for our benefit and you hereby assign by way of present and future assignment any goodwill that may accrue therefrom. You shall not use our trademarks or confusingly similar trademarks save as expressly provided.

It is hereby expressly acknowledged and agreed that, notwithstanding any other part of the Agreement, the scope of rights granted by us are limited to those set out in these Terms, which shall govern the ownership, licensing, access, usage and similar of Elements and other Deliverables or items we may provide (and associated Intellectual Property Rights) to the exclusion of other terms in the Agreement to the maximum extent permissible, including those contained in any Call-Off Schedules to the Agreement. It is further specifically acknowledged and agreed that: (i) no part of the Agreement is intended to involve the creation of items specifically for the purpose of the Agreement or otherwise to result in the creation of any New IPR or New IPR Item, but should such arise, your rights in respect thereof shall be limited to those explicitly granted (if any) in these Terms for use to the extent necessary as part of and subject to the same terms as the relevant Deliverable to which such IPR or item relates; and (ii) if any Deliverable: (a) includes configurations, customisations, interfaces, modifications, adaptations or derivatives to, extracts from, or are intended to be combined or embedded with or used to provide Elements, you shall only be permitted to use that Deliverable in the same way and on the same terms as Elements; (b) is a Cloud Product, all components (such as Data) thereof shall likewise be considered Cloud Products, even if extractable, downloadable or severable; or (c) comprises Existing IPR or Third Party IPR that is not considered a Cloud Product or COTS Software, this is hereby approved subject to such additional terms that we may make you aware of, including as part of the Documentation. Where a Deliverable is software, access to or use of the source code will not be permitted and will require a separate agreement, which we will act reasonably to agree.

6. Limitation of liability

Nothing in the Agreement shall limit or exclude liability for: (a) a breach of clause 8 of these Terms (Customer Materials); (b) your misuse of Elements or wilful misconduct; (c) fraud or to the extent not otherwise permitted by applicable law; or (d) any Charges that have become due (and the other provisions of this clause shall be construed accordingly).

Notwithstanding any other part of the Agreement, our total aggregate liability, whether in contract, tort or otherwise (including negligence or breach of statutory duty or under indemnity or similar hold harmless provision, or as liquidated damages), arising under or in connection with the Agreement will not exceed 125% of the Charges payable by you under the Agreement in the twelve (12) month period preceding the first event giving rise to liability claimed for. Our liability shall be limited to Losses that we have directly caused. Losses we may suffer or incur in connection with any claim under the Framework Agreement arising from a breach of the Agreement, or other act or omission, by you shall

be considered direct and recoverable from you. Penalties, costs and damages or other liabilities we may suffer or incur under the Framework Agreement arising from our breach of this Agreement shall be considered as part of the liability we suffer under this Agreement when considering liability limits.

We shall have no liability whatsoever, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, under or in connection with the Agreement for: any loss of profits, revenue, business or savings, depletion of goodwill and/or similar losses, or loss or corruption of data; nor for any special, punitive, indirect or consequential loss; or for any costs not reasonably incurred. No claim may be brought by you more than six (6) months after it has arisen.

7. Termination

On the expiry or termination of the Agreement: (a) the accounts of individual Authorised Users will be suspended, save that we may continue to make private Content available for download by the relevant Authorised User for up to thirty (30) days (after which such accounts will be closed); (b) we may use commercially reasonable efforts to continue to make the Content and Metadata available in JSON format via our API for a period of thirty (30) days.

Following termination of the Agreement, we may provide to you post-termination assistance, if agreed, for a maximum period of up to six (6) months provided there are no Charges outstanding and we are not required to give or permit access to any Confidential Information. The details of such post-termination assistance will be subject to prior written agreement between the parties and chargeable at our standard day rates.

Any right you have to terminate for breach or other default shall be limited to circumstances of material breach or material default and may only be exercised, where such default is remediable, if we have failed to remedy that default within thirty (30) days of being notified in writing to do so with full details.

You shall not be entitled to a refund of any Charges in the event of termination for convenience, nor in any other event of termination except as expressly stated in the Agreement. If you are entitled to a refund in the event of termination: (a) such refund shall be limited to Charges prepaid for any period following the date of termination; and (b) you shall reimburse us for the value of any multi-year discounts applied up to the date of termination (which may be set-off against (a) if applicable) in addition to any other agreed amounts.

Any right for you to claim or off-set any Loss on termination shall be limited to circumstances where you have terminated for material default and to any additional third party costs that are reasonably and necessarily incurred by you (with a duty to mitigate) as a direct result of such termination and agreed in advance to the fullest extent practicable.

Unless otherwise expressly provided in these Terms, you shall immediately cease using (and undertake not to use or permit the use of) Elements from termination of the Agreement and permanently delete or destroy all copies of the Data and our Confidential Information in your possession and control (and shall certify such deletion/destruction in writing upon our request). Any use permitted post-termination shall be for your internal purposes only and subject to the other restrictions in the Agreement and on the condition that we shall have no liability arising in connection therewith.

Upon termination, all Charges and unpaid amounts arising in respect of work carried out and/or services provided up until the date of termination will become immediately payable by you.

8. Customer Materials

Nothing in the Agreement shall operate to transfer ownership of any Intellectual Property Rights in Customer Materials to us. You hereby grant to us (or shall procure the grant to us of) a non-exclusive license to use Customer Materials to the extent reasonably necessary for us to perform our obligations and exercise our rights under the Agreement, to comply with applicable law and otherwise as you may specifically instruct or approve.

You warrant that the access, provision, processing, publication, distribution or other use of Customer Materials as contemplated by the Agreement will not infringe or otherwise violate the Intellectual Property Rights or other rights of any person nor result in any claim against us or cause us to violate any applicable law. You shall indemnify us (and our respective employees, officers, content providers, and agents) against any Loss suffered or incurred in connection with an actual or alleged breach of the foregoing, including arising from any third party claim of infringement or unauthorized use of Customer Materials, provided this indemnity shall not apply to any Loss resulting from our breach of the Agreement and specifically not be subject to the limits and exclusions of liability set out in the Order Form and other limits in the Agreement shall not apply.

Notwithstanding that we may host a copy of Customer Materials as part of Elements, you acknowledge and agree that Elements is not intended to be used as an exclusive repository. In the event we cause any Customer Materials to become corrupted, lost or degraded, our responsibility shall be limited to restoring such materials to the last backed up version held by us, at our own expense.

9. Data protection

If Personal Information is provided or otherwise processed pursuant to the Agreement, the Digital Science DPA shall be incorporated into and form part of the Agreement as if set out in full herein, to the exclusion of inconsistent or conflicting terms relating to the processing of Personal Data.

You shall comply with your obligations under the Data Protection Legislation. Without prejudice to the generality of the foregoing, you shall: (i) ensure data subjects are provided with all information required under Data Protection Legislation in respect of Personal Data you provide to us or which we process on your behalf; (ii) ensure that the processing of Personal Data in accordance with your instructions will not cause us to breach Data Protection Legislation or any other applicable law; and (iii) not provide or make available to us any special categories of Personal Data (as defined under Data Protection Legislation).

By requesting the provision of the Deliverables, you hereby generally authorise our appointment of our affiliates, hosting providers and any other sub-contractors ("Sub-Processors") who may from time to time be engaged to process data (including Government Data) as part of the services, who in each case are subject to written terms that comply with the Data Protection Legislation. We shall make a current list of Sub-Processors available to you and shall remain liable for their acts or omissions as if they were its own. You may object to the appointment of any new Sub-Processor in writing within ten (10) days of being informed of the same and we shall act reasonably to consider such objection and seek to propose an alternative solution, together with any additional cost required for their implementation.

Without prejudice to any obligation in the Agreement to host Customer Materials in a particular region, as part of providing Elements or other Deliverables, you hereby approve the transfer of the data which we process on your behalf (including Personal Data and other Government Data) outside the United Kingdom/European Economic Area as required to provide the Deliverables, including to any countries in which our Sub-Processors operate.

We may process Personal Data in accordance with the privacy policy applicable to Elements (available on the Elements website), in respect of which it was originally processed, it being

acknowledged such policies do not apply to processing we carry out on your behalf in the performance of the Agreement. You shall ensure that any individuals whose Personal Data you provide have consented to its transfer and other processing as set out in the Agreement.

If you consider the technical and organisational measures we have in place in respect of Elements not to be adequate, you shall promptly provide us with detailed reasons and we shall act reasonably to consider the same and seek to propose an alternative solution, together with any additional cost required for their implementation.

10. Security and confidentiality

You shall not at any time disclose or make available Supplier Confidential Information to any person or use it for any purpose other than to the extent reasonably required to perform your obligations under the Agreement. You shall ensure that any person to whom you disclose Supplier Confidential Information complies with the obligations set out in this clause and other parts of the Agreement. You shall hold Supplier Confidential Information in strict confidence and shall use all reasonable efforts to protect and maintain the security and confidentiality of the same, taking such precautions as are at least as great as those you take to protect your own confidential information. For clarity, Supplier Confidential Information shall include all trade secrets, proprietary information and public information in a form not publicly known.

To the extent you require us to enter into a confidentiality agreement in connection with the subject matter of the Agreement, including prior to the date hereof, but which the Agreement is not intended to replace or otherwise supersede, you hereby agree that our liability thereunder will not exceed the exclusions and limitations of liability as set out in the Agreement.

To the extent you are expressly entitled or required to publish or disclose our Confidential Information under the Agreement (including publishing or disclosing the terms of the Agreement itself), you agree to: (a) provide us with reasonable prior notice, the opportunity to challenge the disclosure and to consider (in good faith) any objections we raise; and (b) only disclose or publish the minimum necessary.

Where you receive our Confidential Information from CCS or other third party, it will be subject to the same confidentiality obligations and restrictions as if you had received it directly from us.

We may keep a copy of your Confidential Information and Government Data for legal and record retention purposes, which shall be held on the same terms as set out in the Agreement.

You shall prevent unauthorized access to or use of Elements via your networks, devices or systems and shall comply with any security policies and procedures relating to such access or use that we make you aware of from time to time. To the extent we are required to comply with your security policies under the Agreement, this obligation will be satisfied if we comply with substantially equivalent policies and only apply to the extent those policies are reasonable and reasonably required given the nature of Elements, and the cost of complying with requirements that exceed those of our own policies may be charged to you (such costs to be notified to you in advance).

You shall not knowingly distribute or otherwise transmit, and shall use all reasonable efforts to prevent the transmission, of any viruses, malware or other harmful code to or via Elements.

If you become aware of any unauthorized use or other security breach relating to any part of Elements, you shall immediately notify us in writing and shall provide such assistance as we may reasonably request to investigate and stop such unauthorized use or breach, and to prevent its recurrence.

You shall ensure that any Access Details are kept secret and not used by more than one person, unless expressly permitted by us, and where Access Details are assigned to a particular individual, they are only used by that individual. You shall immediately notify us if you become aware of any unauthorized disclosure or use of the Access Details, which we may suspend or de-activate if we consider it is reasonable to do so.

Notwithstanding any other term of the Agreement, it is acknowledged and agreed that we are not required: (i) to conform with a) NCSC Cloud Security Principles in our Development Activity, or b) necessarily equivalent obligations on entities operating Support Locations in relation to security management, (ii) to notify you, or present copies of or monitor, Subcontractor certifications, (iii) utilise UK public sector Protective DNS service to resolve internet DNS queries.

11. Your general obligations

You shall: (a) provide us with reasonable co-operation, access and information as we may require or reasonably request for the performance of our obligations under the Agreement in a timely manner, and carry out such acts or things on which that performance is dependent as we may reasonably request in a timely manner; (b) in using Elements and otherwise, comply at all times with all applicable laws, including those relating to data protection, anti-bribery, anti-corruption and export controls, and all applicable user manuals/guidelines; (c) ensure that the End Users (as applicable) fully comply with the terms and conditions of the Agreement; (d) keep and maintain full and up-to-date back-up copies of Customer Materials; (e) not remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any part of Elements (including on any output generated through its use); (f) ensure Elements is suitable and adequate for your needs; and (g) report to us any actual or suspected material breach of the Agreement (together with details of any Loss you suffer or incur, or expect to suffer or incur) as soon as reasonably practicable, which shall not exceed fourteen (14) days after you have knowledge of such breach; and (g) ensure the proper and timely performance of any duties, responsibilities and other obligations assigned to you, and the accuracy of any assumptions, as set out in the proposal.

We shall not be deemed to be in breach of the Agreement or otherwise liable to you for any failure or delay in the performance of our obligations under the Agreement if such failure or delay arises from any act or omission of you (including your staff, agents or sub-contractors), including any incompleteness or other deficiency in any information you provide but which is not specifically referred to in the Agreement or any inaccuracy in any assumption set out in the proposal. Any timescales for the performance of our obligations shall be extended to take account, and we may charge you for additional time, effort and costs we reasonably incur as a result, of such act, omission or inaccuracy.

Unless otherwise agreed in writing, you will designate one (1) named, End User to be a single authorised point of contact with us regarding Elements and we will only accept enquiries and requests relating thereto from that authorised point of contact. You may re-designate the single authorised point of contact at any time by notice to us in writing.

You shall be responsible for obtaining and maintaining licences for any third party data, products, software and/or services, which you choose to be managed through, interface with or integrate into Elements or which we source, provide or make available to you, including any Third Party Software and/or Data ("Third Party Products") the terms of which you shall comply with at all times. Without prejudice to any warranties given by the owner, any Third Party Products, as between you and us, are sourced, provided and/or made available "as is".

12. Additional Services / Acceptance

From time to time, we may agree to provide integration, configuration, or other additional services not specifically described in the proposal ("Additional Services") by signing a statement of work ("SOW").

Each such SOW shall: (a) describe the Additional Services, any Deliverables and related acceptance criteria, dependencies, and any time-scales for performance together with any other information the parties agree should be included from time to time; (b) set out the charges for the Additional Services, and any assumptions on which those charges have been calculated (noting that if any of those assumptions prove incorrect, we reserve the right to adjust the charges); (c) form part of, and be subject to the terms and conditions of, this Agreement; and (d) only become effective when duly signed on behalf of both parties.

You shall ensure that we have reasonable access to those of your representatives, as identified in any communication plan set out in a SOW, who: (a) can fully articulate the business objectives, expectations and constraints, and are able to represent the views, of all stakeholders who have an interest in the successful delivery of the Additional Services, including end users, procurement managers and executives with responsibility for the funding and oversight of that work; (b) are fully authorized to make decisions on your behalf in respect of the Additional Services; and (c) can provide such input and feedback as we may request in respect of the Additional Services in a complete and timely manner, and can help identify changes in circumstances that have the potential to impact our ability to deliver the Additional Services, and in connection therewith, you shall appoint: (i) a “Project Manager” who shall be the primary point of contact between us and you in respect of this Agreement and responsible for ensuring all your obligations under the SOW are met in an effective and timely manner. In particular, the Project Manager shall be responsible for: developing a project plan in collaboration with us and the acceptance and approval of Deliverables; and (ii) an “Executive Sponsor” who shall act as the highest-level point of contact between us and you at an executive level and who shall be available to us to discuss, review and oversee the health and well-being of the relationship between the parties and to resolve issues escalated from the Project Manager.

You acknowledge that the provision of the Additional Services by us shall be dependent on the timely performance of the duties, responsibilities and other obligations assigned to you, and the accuracy of any assumptions, as set out in the relevant SOW.

Notwithstanding any obligations in the Call-Off Schedules in regards to a requested testing of Deliverables, we may (acting reasonably) provision a test strategy to you by which you will conduct the test. You shall not unreasonably withhold or delay the acceptance of any Deliverable, including if it meets the specifications as set out in the Agreement in all material respects. Within ten (10) Working Days (the “Acceptance Period”) of delivery (or such other period as may be specified in the SOW), you shall provide written confirmation that: (a) you have accepted the Deliverable(s); or (b) if you do not consider that the relevant acceptance criteria have been satisfied in all material respects, you have not accepted the Deliverable(s), together with full details of the non-compliance, and the parties shall meet face-to-face or by conference call, as is commercially reasonable and proportionate to the issue at stake, to discuss and resolve the issue as soon as reasonably practicable.

You will be deemed to have accepted a Deliverable if: (a) you fail to notify us in writing of your assessment of a Deliverable within five (5) Working Days of a written reminder notice from us (which may be by e-mail) requesting such acceptance, having already failed to provide such assessment within the Acceptance Period; or (b) where a Deliverable is software, by using that Deliverable in a production environment (if earlier).

We hereby grant to you a non-exclusive, non-transferable, personal right and license to use the Deliverables during the Term solely for the internal purposes for which they are provided. If you require additional rights to any Deliverable, such rights will be subject to a separate agreement, which we will act reasonably to agree. Notwithstanding any other provisions, if Deliverables include configurations, customizations, interfaces, modifications, adaptations or derivatives to, extracts from, or are intended to be combined with, Elements, you shall only be permitted to use those Deliverables in the same way and on the same terms as Elements. Where a Deliverable is software, access to or

use of the source code will not be permitted and will require a separate agreement, which we will act reasonably to agree.

Either party may request a change to an SOW, including if any of the assumptions set out in an SOW are found to be incorrect. In respect of any proposed change, we will carry out an impact assessment (which, in respect of a change requested by you, we will carry out as soon as reasonably practicable following receipt of the details of your requirements), which may include: (a) the likely time required to implement the change; (b) variations to the charges arising from the change; (c) potential delivery constraints; (d) other potential impacts, including to delivery time-scales; and (e) details of any variations required to the terms of the relevant SOW(s).

Neither party shall unreasonably withhold or delay its approval of a request from the other to change an SOW. We shall have no obligation to proceed with any change requested until both parties have confirmed their agreement in writing (including by e-mail) to proceed.

13. Miscellaneous

SAVE TO THE EXTENT EXPRESSLY SET OUT IN THE AGREEMENT, ELEMENTS IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WE MAKE NO WARRANTY (WITHOUT LIMITATION) OF MERCHANTABILITY OR THAT USE SHALL BE UNINTERRUPTED OR THAT ELEMENTS WILL BE ERROR FREE, NON-INFRINGEMENT OR FIT FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE, FOR ANY LOSS ARISING FROM YOUR USE OF OR INABILITY TO USE ANY PART OF ELEMENTS SAVE TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY DEFICIENCY, NON-AVAILABILITY OR ERROR SHALL BE TO REQUEST THAT WE CORRECT THE MATTER AND, IF WE FAIL TO DO SO, TO DISCONTINUE USE OF ELEMENTS.

Elements may allow or encourage End Users to make suggestions or other contributions to us, which you shall ensure are free and authorized to be used if, as and when we choose.

We may derive and collect aggregate, pseudonymised or other de-identified or non-personal data, from or relating to the use of the Services for product improvement, analytical, relationship management, reporting and research purposes, which may involve the secure processing of Personal Data. For the avoidance of doubt, such data shall not be considered Government Data.

You acknowledge and agree that we may utilize our affiliates and third-party service providers to host and provide Elements. We shall ensure that any person to whom we subcontract our obligations under the Agreement (to whom we may sublicense our rights for that purpose) shall fully comply with the terms and conditions of the Agreement and we shall be liable for their acts and omissions as if they were our own

In the case of any notice to be sent in respect of any legal proceedings, a copy shall also be sent by hand or registered mail and marked for the attention of the Digital Science Legal Department at 6 Briset Street, Farringdon, London EC1M 5NR, UK, copied to legal@digital-science.com, and shall be deemed to have been duly given or made, if delivered by hand, upon delivery, if sent by registered mail, on the recorded date of receipt.

Where Elements includes links to third party websites, content and other resources, these are provided for convenience only and any access to, use of and/or reliance upon such resources is done entirely at your own risk and we disclaim all liability arising therefrom.

We may give you notice of information that is not specific to you or the Agreement by posting on a support, status or other webpage related to Elements.

Subject to the terms of the Agreement, we may publicly refer to you as a customer, including by listing you on our websites as such.

Where, in the event of a conflict or inconsistency between these Terms and another part of the Agreement, the latter prevails, the Agreement shall be construed in such a way so as to give effect to the intent of these Terms to the fullest extent possible.

To the extent we give any representation, certification, condition or warranty in the Agreement, (to the extent the context permits) it shall only be given on the date of the Agreement or Framework Agreement (as applicable) or in the case of Deliverables, on the data of delivery, and your sole and exclusive remedy for any breach thereof shall be to request that we correct the matter, or if we fail to do so within a reasonable period, to cease use of the relevant product, data and/or service.

You agree that we shall not be required to provide any guarantees under the Agreement.

We shall maintain with a reputable insurer such insurance coverage as is required by applicable law but, notwithstanding any other provision of the Agreement, in no circumstances shall we be required to: list you as an additional insured, waive any rights of subrogation, provide full copies of the insurance policies to you or notify you about changes to our different insurance contracts. You will not take (or omit to take) any action which could (or does) affect the validity of, or coverage under, our insurance policies.

No part of the Agreement shall involve the processing of specially regulated or classified information, such as health information or sensitive Personal Data, save as explicitly set out in the Order Form. To the extent we agree to process such information and you request us to enter into a separate agreement in connection therewith, or in any other circumstance where we enter into a separate agreement in connection with the Agreement, you agree that such agreement is intended to form part of the Agreement and has been documented separately for convenience only and will be subject to the same exclusions and limits as set out in the Agreement.

Any obligation to defend, hold harmless or otherwise indemnify given by us under the Agreement shall be limited to third party court claims or other formal proceedings ("Claim") in respect of events caused solely as a result of our breach of the Agreement and conditional upon you: (a) giving us prompt written notice of the Claim (and within no more than ten working (10) days of you becoming aware of it); (b) providing us with all reasonable information and assistance we may request in a timely manner to enable us to effectively deal with the Claim; (c) giving us sole control of the defence or settlement of the Claim, except that we shall not make any settlement in respect of the Claim which might engage your liability without your prior written consent (not to be unreasonably withheld or delayed); and (d) not making any admission, settlement or compromise in respect of the Claim without our prior written consent. If any Claim relating to an infringement arises, or if we reasonably determine such a Claim is likely, we shall be entitled to modify Elements to render it non-infringing provided such modification is not detrimental and/or to obtain at our own expense a license from the person bringing the Claim. If having used reasonable efforts, we can do neither, we may suspend the provision of Elements (or part thereof) on written notice and return the prorated portion of any pre-paid Charges in respect of the period in which provision is not made.

Notwithstanding any other provision of the Agreement, we shall not be liable for any infringement or other violation of rights arising from your breach of the Agreement or: (i) any modification not carried out by us or in accordance with our instructions; (ii) any combination or usage with any product, data, system or service that we did not provide; (iii) use of a non-current version or release; (iv) any third

party data, software or materials; (v) use in a way which you have been notified could be infringing; or (vi) any act or omission of you (including any End User).

Notwithstanding any other provision of the Agreement, any rights you may have to request an independent audit report or otherwise inspect, monitor or audit us (including our staff) or our performance or compliance with our obligations under the Agreement shall be at your cost and shall: (i) be on reasonable written notice during working hours; (ii) occur no more than once in any twelve (12) month period and only cover such periods that have not already been subject to an inspection or audit; (iii) be limited to such inspection, monitoring or audit as may be carried out remotely unless otherwise required by law; (iv) not include access to personnel or systems without our prior written agreement; (v) be subject to you ensuring that any such audit, monitoring or inspection is undertaken in accordance with any relevant policies and procedures, while acknowledging that we do not, in the ordinary course of its business, maintain internal financial records mapped specifically to the granular categories of Open Book Data and that our financial records are deemed sufficient to verify the audited accounts; (vi) be limited to what is directly relevant for the agreed audit purpose (with it expressly acknowledged that we have the right to redact any information which is outside the scope of the audit); (vii) be limited to what is reasonable; (viii) not include the right to take copies of the inspected documents or systems; (ix) where in person access is required or permitted under (iii) or (iv), be subject to (a) us having the right to accompany any auditor and (b) such auditor not interrupting the normal course of our business. The findings and results of any such inspection, monitoring or audit shall be treated as our Confidential Information. You will not appoint any third party competitor of us or our affiliates to conduct any audit, monitoring or inspection and we reserve the right to require any third party auditor to sign an NDA in a form required by us prior to any inspection, monitoring or audit.

Any right to claim a credit, discount, penalty or other financial remedy for any failure or delay, shall be conditional on you having given one week's written notice of your intention to do so, for example so that we may increase resources available to the relevant activity or dispute the reason for the delay. Such remedy will be your sole and exclusive financial remedy for the delay.

Save where specified in the proposal, our attendance at meetings may be via video-conference or otherwise remotely.

The parties agree that no Goods will be provided or delivered under the Agreement and that any obligations set out in another part of the Agreement which by their nature do not apply to one-to-many SaaS solutions (where all clients rely on a common support and other infrastructure), and/or only pertain to Goods, will not apply. Without limiting the foregoing, to the extent we are required to supply any information as to the manner in which any provided Services are organised, as these are provided on a multi-tenant basis to an entire customer base by a shared pool of personnel, it would not be reasonable or practical to require information as to the number of employees, or information on an individual employee level, including the work undertaken by and from what location on an individual employee basis, or percentage of time spent by each employee, in the provision of such Services.

To the extent we are required to resolve issues caused by you or the End Users or comply with any change in policy, to meet any new requirements / instructions or to carry out additional activities, which do not arise from our breach of the Agreement, including under any separate data processing agreement, we may charge you for additional time, effort and costs we reasonably incur as a result. Such additional activities may include: (a) assisting you with your obligations under applicable laws, including under Data Protection Legislation and with any complaint or request related to Personal Data or Government Data; (b) assisting CCS with its obligations under Data Protection Legislation; (c) complying with any changes you require to data processing activities or processes; (d) responding to or investigating any security breach not caused by our breach, including any security breach related

to Government Data; (e) providing copies of Government Data; (f) additional vetting or background checks that you require us to conduct; (g) changes you ask us to make to our business continuity and/or disaster recovery plans; (h) taking out any additional insurance policies (or changes to existing policies).

To the extent you require us to comply with any policy or process, you must provide us with a copy of such policy or process prior to the date of the Agreement, it shall only apply to relevant activities that are done specifically pursuant to the Agreement (and not of a more general nature) and, where we have our own policy covering the same subject matter, compliance with standards or requirements that are substantially equivalent will be sufficient. In the case of health and safety policies, we will only be required to comply with such policies while performing our obligations under the Agreement at your premises. Any records and reports relating to our sustainability efforts, including a Net Zero Commitment, the annual energy return required by the EU Data Centres Code, environmental impacts of Deliverables of Conduct or figures part of a GHG Emissions Reduction Plan will be on Digital Science's corporate group level and not certified to ISO 14001 or necessarily managed per Deliverable, where we may show a limited set of indicative reports with proportional emissions per customer or agreement.

Any personnel named in the proposal are for illustrative purposes only and their identities may change at any time in our sole discretion.

If you are required by law to disclose details of the Agreement, you will provide us with full details of the extent of the required disclosure in advance, give us a reasonable opportunity to object and only make such disclosure as are the minimum necessary.

Any transfer or assignment of rights and/or obligations under the Agreement by you shall be conditional on the assignee assuming your obligations and provided: the assignee (as confirmed in the notice of assignment to be given to us) is not a competitor of us; if the assignee would sit in a different price tier, we may adjust the Charges to reflect that change; and the assignment does not change the permitted use cases or user population.

Notwithstanding any other provision of the Agreement, you acknowledge that damages alone may not be an adequate remedy for breach of the Agreement and that we shall be entitled, without proof of actual damages, posting bond or giving any undertaking, to the remedies of injunction or other equitable remedy for any threatened or actual breach of the Agreement in any court of competent jurisdiction.

If any provision of these Terms shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from these Terms and shall be deemed to be deleted from the Agreement and the validity, legality and enforceability of the remaining provisions shall not be affected. In the event that any such deletion materially affects the potential liability of either party, the balance of risks and/or benefits and/or affects a parameter on which a Deliverable has been priced, for example the scope of rights granted, then the parties shall negotiate acting reasonably and in good faith to agree a substitute provision to give effect to these Terms to the greatest extent permissible.

Definitions and interpretation

In the Agreement, the following terms shall, unless the context otherwise requires, have the meanings below:

Access Details: the unique user name(s) and password(s), key(s), pin(s) or similar provided by us to you and/or an End User for the purpose of providing access to the relevant part of Elements.

Additional Deliverable: any work product to be delivered to you and created by us specifically for you as a part of the Additional Services, as set out in a SOW. An “Additional Deliverable” will also include a configured or customised version of a pre-existing product or service, where such configuration or customisation is specifically charged for, for the purposes of acceptance only.

Customer Data: all data, information or other content input or otherwise uploaded into Elements by End Users or on your behalf, including such data and information we input on your behalf as part of any implementation services but not owned by or licensed from us or our affiliates. For the avoidance of doubt, “Customer Data” will be considered Your Materials.

Customer Materials: content, systems, software, hardware, interfaces, documents, data, information or materials (if any) you (including End Users and employees, agents and representatives) provide us with access to, share, upload or otherwise make available (including via Elements) in connection with the Agreement.

Data: all information and data provided, developed or made available by us (and including all data made available via Dimensions as a Data Source) and derived therefrom, including the Documentation.

Digital Science DPA: the Digital Science Data Processing Addendum at <https://terms.dsr.si.com/public/DigitalScienceDPA>.

Documentation: all manuals, user documentation, and other related materials relating to Elements which are made available to you by us pursuant to the Agreement.

Elements: the core web-based research information system known as “Elements”, and such modules to that system as we agree to grant access to you as set out in the proposal.

End Users: those employees, students and other individuals who have authority to log-in and use your IT systems, from time to time, and who you have determined should be permitted to use Elements; subject to such limits as may be specified in the proposal.

Open Source Software: any computer program(s) or other software code that is used, distributed or otherwise made available under a licence which satisfies some or all of the criteria of the Open Source Definition (as published by the Open Source Initiative from time to time and set out at the date of this agreement at <http://opensource.org/docs/definition.php>).

Prohibited Content: any content that: (a) infringes or makes unauthorised use of the Intellectual Property Rights or any other right of any person; (b) is defamatory, derogatory, discriminatory or violates any rights of privacy; (c) contains sensitive personal information or other specially regulated information; (d) breaches, or causes us to breach, any applicable law or regulation or terms of any third party hosting provider we make you aware of; (e) contains a virus, malware or other potentially harmful component, information or instructions; (f) is indecent, obscene, offensive or pornographic; or (g) could result in any claim or action against us or damage our goodwill or reputation in any way; or (h) would violate any acceptable use guidelines applicable to Elements, or restriction or other part of the Agreement.

Third Party Software: means any computer program(s) or other software code in which the Intellectual Property Rights are owned by a third party.

Working Days: Monday to Friday excluding public holidays in England or, in respect of maintenance and support, public holidays in the jurisdiction from which that maintenance and support is provided.

In the Agreement, unless otherwise specified, reference to: (a) “includes” and “including” shall mean including without limitation and general words shall not be given a restrictive meaning by reason of the

fact that they are followed by particular examples intended to be embraced by the general words; (b) use for “internal purposes”, “internal business purposes” or similar shall mean use for internal operations and (without limitation) shall in no circumstances include any use which would breach the restrictions referred to in (b) of section 4 (Acceptable use) above; (c) any obligation by us to comply with applicable laws, rules or regulations shall mean such laws, rules and regulations as are in force as at the date of the Agreement, and to policies, those policies which have been provided to us; (d) to delegating or sub-contracting or similar shall be limited to the delegating or sub-contracting done pursuant to the Agreement, of obligations specific to a party; and (e) prohibitions on assignments to third parties shall not apply to our Affiliates.

ADDITIONAL ACCEPTABLE USE TERMS FOR HOSTED DATA SERVICES

The following terms will only apply if you have opted for “Hosted Data Sources”. Capitalized terms in this annex will have the meanings given in the Elements Acceptable Use Terms unless otherwise defined herein.

1. Dimensions as a Data Source

In consideration for the Fees, we hereby grant to you, during the Term, a non-exclusive, non-transferable, personal right and license to use our “Dimensions||Elements” integration to access the Affiliated Dimensions Data and use that Data within Elements for your internal purposes.

You shall only copy, analyze, process or otherwise use the Affiliated Dimensions Data for your internal purposes, which shall extend to use in support of grant applications and to comply with governmental reporting requirements. Without limiting the foregoing, you shall not give or allow access to, display, distribute or make available, all or any part of the services or Affiliated Dimensions Data to any third party (including any of your Affiliates or associated bodies). You shall under no circumstances use, or permit the use of, any part of the Services or Affiliated Dimensions Data for any commercial purpose or for the benefit of any other person, nor to develop, or otherwise in connection with, a product or service which competes with any of the products and/or services we offer, including to verify or enhance data previously or independently acquired or developed by you for use in respect of such product or service.

Any external use of the Affiliated Dimensions Data shall require our prior written consent and to be appropriately acknowledged as follows: “Data sourced from Dimensions, an inter-linked research information system provided by Digital Science (<https://www.dimensions.ai>).”

You expressly acknowledge that due to the nature of the Affiliated Dimensions Data, certain parts will have been obtained from third parties over which we have no control, including from sources that impose their own licensing terms (“Additional Data Terms”) - as a result, the Affiliated Dimensions Data may be added to, updated and/or parts excluded from time to time. If we exclude data in response to a request from a third party, you shall cease using (and delete all copies in your possession or control) that data upon a written request from us. You shall comply with the Additional Data Terms we give you notice of, including via the acknowledgements page at www.app.dimensions.ai and, to the extent there is any conflict between the rights granted in the Agreement and the Additional Data Terms, the latter shall prevail.

Following termination of the Agreement for any reason other than your material breach, you may continue to use the Affiliated Dimensions Data for the internal purposes you were using it for at the time of termination (which you will provide reasonable details of in writing upon request), subject to the other restrictions in the Agreement, provided you agree we shall have no liability whatsoever arising in connection with such usage.

2. Third Party Data Sources

Use of third party data sources within Elements is subject to the corresponding terms of use, further details of which are available on the Support Site.

3. No warranty

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE DATA AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR NON-INFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE, FOR ANY LOSS ARISING FROM YOUR USE OF OR INABILITY TO USE THE DATA OR SERVICES SAVE TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY DEFICIENCY, NON-AVAILABILITY OR ERROR SHALL BE TO REQUEST THAT WE CORRECT THE MATTER AND, IF WE FAIL TO DO SO, TO DISCONTINUE USE OF THE DATA OR SERVICE AT YOUR OPTION.

4. Definitions

Affiliated Dimensions Data: Data available via the "Dimensions||Elements" integration, limited to that affiliated with you or your End Users.

Symplectic Elements Service Level Agreement

Modified on: Tue, 12 Aug, 2025 at 11:18 AM

Please note that this SLA does not apply to versions of Elements that are beyond their End of Support dates. Please see the [Symplectic Elements End of Support Announcements](https://support.symplectic.co.uk/support/solutions/articles/6000049809-symplectic-elements-end-of-support-announcements) (<https://support.symplectic.co.uk/support/solutions/articles/6000049809-symplectic-elements-end-of-support-announcements>) page for the End of Support date of each version of Elements.

This Service Agreement (SLA) sets out to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities
2. Provide information on the areas of support that are offered at no cost, and those that attract a charge
3. Present a clear, concise and measurable description of the level of service provision to the Client, and
4. Match perceptions of expected service provision with actual service support and delivery.

1. Areas of support

For support incidents that are not immediately resolvable, Symplectic offers various levels of support over a comprehensive range of technical and business areas. Support incidents will fall under one of the following areas, determined during diagnosis of the incident.

Installation & Upgrade Support

Installation & Upgrade Support provides the Client with support in installing new instances of the Elements Software on Client hardware, and upgrading an instance of the Elements Software following the release of a patch or upgrade package from Symplectic.

Installation Support is support for getting a Client up and running with as near as possible to a clone of an existing Elements Software installation, or for installing a new empty default instance of the Elements Software with a working configuration. Additionally, any advice supplied that helps the Client install and configure prerequisite systems also falls under installation support.

Upgrade Support is support for the upgrade of an instance of the Elements Software, such as advice and support given to a Client applying an upgrade package, or time spent by Symplectic performing an upgrade on the Client's behalf.

Upgrade Support also includes support for Clients needing to make minor changes that are necessary to maintain a functional link between a Client's system and Elements Software.

Elements Product Support

Elements Product Support helps the Client to resolve reported failings in the Elements Software itself and their direct consequences in the Elements Software.

Elements Product Support includes support for issues arising from functional errors and bugs in the Elements Software and failure of the Elements Software to behave as described in the Documentation, or inaccuracies or unreasonable omissions from the Documentation that directly lead to incorrect use of the Elements Software. Symplectic reserves the right to not resolve failings in versions of the Elements Software that have been superseded, or for bugs or known issues in any 3rd party software.

Data Management & User Support

Data Management & User Support provides the Client with extra help understanding the Elements Software and its correct usage, and to support the Clients who wish to make custom changes to data managed by the Elements Software.

Data Management Support includes, but is not restricted to, support for issues arising from data imported incorrectly by the Client's external systems; any custom changes to data in the Elements Software, such as wholesale staff data changes or research data alterations; correction of errors in data caused by improper use of the Elements Software; custom data imports; custom data transformations; and trialing new data fields or other system configuration parameters.

Occasionally, for a Symplectic-hosted instance of the Elements Software, the Client may wish Symplectic to make system-wide configuration changes that cannot be made by the Client through the Elements Software user interface. Such changes fall under Data Management Support.

User Support provides the Client with additional help where the Client requires interactive support in their use of the Elements Software, and includes but is not restricted to: additional training sessions for administrators or other users of the Elements Software; additional support for use of the Elements Software already covered by the Documentation; support in handling non-standard data configurations; and support for use of the Elements Software that departs from or conflicts with the documented correct use of the Elements Software and resolving any issues that arise from it.

Client Customisation & Environment Support

Client Customisation & Environment Support works to help the Client troubleshoot problems relating to the Client's customisations of the Elements Software, or relating to the Client's own systems and their interactions with Elements.

Client Customisation & Environment Support typically involves supporting occasional issues with connections to the Elements Software via an API or the Elements Reporting Database, or helping Clients troubleshoot operating system issues or network problems, as well as support for any issues relating to customisations of Elements, such as custom dashboards, reports and Elements Reporting Database customisations.

This type of support also includes but is not restricted to: third party software configurations (including third party authentication plug-ins and software required by the Client); Client firewall configuration and troubleshooting; external system configuration; and support for issues arising from the Client upgrading or altering the configuration of Client systems connected to the Elements Software.

Hosting Support

Hosting Support provides the Client with continuous access to a functioning online instance of the Elements Software and is available only to Clients who have opted to have Symplectic host the Elements Software. The number of instances of the Elements Software hosted by Symplectic is agreed in the Elements Licence Agreement.

Hosting Support provides support services necessary to correct any interruption of business as usual Elements Software service availability caused by problems in the hosting infrastructure. Please see the Appendix for hosted software service availability, backup and disaster recovery service levels.

Hosting Support also includes 3 upgrades of the hosted Elements Software per year. Each upgrade of the hosted instance must be requested and scheduled with Symplectic at least two weeks prior to the intended upgrade date.

Support for additional requested upgrades or re-installations, and support for Client-specific business processes surrounding installations or upgrades of a hosted instance of the Elements Software is provided separately above under Installation & Upgrade Support.

2. Scope of support

2.1 This SLA applies only to versions of Elements that have not reached their End of Support dates. End of Support dates are published by Symplectic on the **Symplectic Elements End of Support Announcements** (<https://support.symplectic.co.uk/support/solutions/articles/6000049809-symplectic-elements-end-of-support-announcements>) page.

2.2. Support incidents where the reported problem is derived from incorrect use of the Elements Software will be chargeable on a time and materials basis. Such support incidents include, but are not limited to:

- 2.2.1. Incorrect data being supplied to the Elements Software
- 2.2.2. Use of the Elements Software which departs from or conflicts with the Documentation
- 2.2.3. Incorrect interaction with and breaking changes to the Client's external systems.
- 2.2.4. Support relating to problems caused by the incorrect maintenance of customisations

2.3. This SLA applies to support for the Elements Software and extensions and modifications to the Software only, and does not cover any software supplied by Symplectic that is not a part of the Elements Software, including but not limited to extensions or modifications to the Client's external systems.

2.4. Support incidents are charged according to the Area of Support and detailed in the Support charges. Where not already included in the price of each Contract, any additional support package charges will be presented for acceptance prior to being incurred. Following acceptance, the services provided will be documented and billed quarterly.

3. Support incident management

Support requests

All support requests must be raised by adding and submitting a new ticket on the Symplectic support website. Clients contacting Symplectic for support in any other way may subsequently be required to add and submit a ticket on the support website before any actionable response can be made by Symplectic.

The Client should make the following information available to Symplectic when submitting a support request:

- The name of the individual making the request
- Which instance(s) of the Elements Software the support request relates to within the Client's institution, and
- A clear step-by-step description of the issue such that it is reproducible by a member of Symplectic staff.

Support incidents

Symplectic will track the processing of the support request as a single support incident.

The Client will make reasonable efforts to enter unrelated issues into separate support tickets when submitting requests to the Symplectic support website. If Symplectic considers a support request to contain multiple queries, it may be split into separate support tickets, which will be treated separately.

Incident diagnosis

Minor support incidents will result in an immediate resolution at no charge to the Client, and support of more complex incidents will include, without charge, all work needed to diagnose which Area of Support will be required to resolve it.

Thereafter, support through to the resolution of the incident may be chargeable, depending on the Area of Support. In these cases Symplectic will notify the Client and require the authorization of the Client's Business Owner before proceeding with any chargeable support work not included in the support package.

Incident resolution

Resolution of the incident will occur with the agreement of both the Client and Symplectic, or after a reasonable period of inactivity by the Client with respect to the incident.

Minor requests policy

All support incidents resolved immediately by front-line support staff are considered minor incidents, and are included in the cost of each Contract.

Such support incidents may include simple requests for generally useful information not covered by the Documentation, requests for simple advice or confirmation of correct use of the Elements Software, or other minor requests for help that can be answered without delay.

4. Support Roles and responsibilities

- 4.1. The Client undertakes to review service performance, escalate live or potential issues and problems with service delivery in a timely and appropriate manner.
- 4.2. Symplectic undertakes the following responsibilities with respect to all instances of the Elements Software which we host, and with respect to a single nominated instance of the Elements Software where hosted locally:
 - 4.2.1. Symplectic will provide staff who will review support tickets raised through the Symplectic support website
 - 4.2.2. To assign a priority to support incidents through discussion between Symplectic staff and the Client and, where requested, offer an initial estimate of the time it will take to resolve
 - 4.2.3. To ensure that a support incident remains open until a resolution has been reached in agreement with the Client, or the Client has not responded to the proposed resolution in a reasonable amount of time
 - 4.2.4. To immediately notify the Business Owner of any problem or issue that may significantly impact their business and, where applicable, offer support in dealing with the issue, and
 - 4.2.5. To provide follow-up communication providing detail of resolution of the support incident.

5. Hours of support and response times

5.1. Symplectic will provide responses to support requests raised through the Symplectic support website during normal office hours in the Client's region, 9am to 5pm, Monday to Friday (excluding public holidays).

All support requests representing a support request will receive an initial response within the timescales set out below.

6. Escalation procedures

6.1. Escalation is the process of communicating information on a support incident for the purpose of raising its profile, and requesting senior management attention and/or intervention.

6.2. The Client may request escalation of a support incident using the following successive steps:

6.2.1. For the attention of the Head of Support, then

6.2.2. For the attention of the SVP Client Services.

6.3. Symplectic shall at the earliest opportunity escalate the support incident for the attention of the appropriate member of staff, who will investigate the background to the escalation and work with the Client and the support team to address the issues.

7. Level of Service

7.1. Symplectic will provide estimates of time, and track actual time spent.

7.2. Any chargeable support time will be drawn from a client's pre-purchased **Support Hours** (<https://support.symplectic.co.uk/support/solutions/articles/6000268404>), if available, and will otherwise be charged at Symplectic's standard time and materials costs as notified to the Client from time to time. Our rates are currently:

Currency	Hourly rate	Daily rate	20 hours rate	Tax
GBP	149	1192	2384	+ applicable tax per hour
EUR	173	1386	2772	+ applicable tax per hour
USD	243	1940	3881	+ applicable tax per hour
AUD	295	2360	4720	+ applicable tax per hour
CAD	272	2173	4347	+ applicable tax per hour

Support priority

Support Priority	Response time (standard priority)
Urgent	Within 4 hours
High	Within 8 hours
Medium	Within 16 hours

Support Priority	Response time (standard priority)
Low	Within 24 hours

Support charges

Area of support	Charge
Minor support requests	Included
Installation & upgrade support	Standard rate‡
Product support	Included†
Data management & user support	Standard rate
Client customisation & environment support	Standard rate
Hosting support	Included*

‡For Clients providing their own hosting for the Elements Software, and for Clients subscribing to Symplectic hosting services and requesting more than three upgrades per year

†For Clients providing their own hosting for the Elements Software Product Support is included in the price of each Contract for a single nominated instance; support for the same issue as it affects additional instances of locally hosted instances of the Elements Software is thereafter charged at the standard rate.

*Not relevant to Clients providing their own hosting for the Elements Software.

Appendix: Hosting service levels

This appendix sets out to define clear service level definitions relating to business continuity for a Symplectic hosted instance of the Elements Software.

1. Scheduled downtime

Scheduled downtime includes all downtime of the Elements Software necessary to fulfilling any Client requested support that requires downtime, such as re-installation, upgrade, or other requested system-wide configuration work.

Additionally, Symplectic may from time to time need to schedule service downtime with the Client in order to make necessary hardware upgrades or system-wide changes as a result of events outside of Symplectic's reasonable control, such as indications of imminent hardware failure, or changes in the services of the underlying hosting infrastructure provider.

It also includes a regular weekly 2-hour maintenance window that starts no earlier than 12am and finishes no later than 9am on a morning in the local time zone of the Client institution. This window is necessary for the proper maintenance of security, availability and disaster recovery procedures. The exact schedule is determined by and subject to change by Symplectic, with reasonable notice of alterations always given.

2. Availability

Availability is measured per-month as a percentage of time (excluding Scheduled Downtime) in which users can log in to the Elements user interface. The Availability service level for the Elements Software is 99.5%.

Unavailability caused by issues beyond Symplectic's reasonable control, including denial of service or similar attacks, DNS resolution failure, and other events of Force Majeure will be excluded from Availability service level calculations.

3. Backup

Backup refers to the procedures implemented by Symplectic to maintain backups of all data necessary to recover service availability in the case of unscheduled downtime. Backups are performed nightly. Daily backups are retained for 14 days. Weekly backups are retained for 4 weeks. Monthly backups are retained for 3 months. Client access to retained backup media can be provided on request as a part of Data Management & User Support.

4. Disaster recovery

Disaster recovery refers to the procedures implemented by Symplectic to recover service availability or data in the case of unscheduled downtime or accidental data loss respectively. These procedures are designed to offer the following service levels.

Recovery Time refers to the average length of time to recover from each instance of unscheduled downtime in service availability during a calendar year. The Recovery Time Objective for the Elements Software is 6 hours.

Recovery Point refers to the maximum time window in which data changes may be lost as the result of unscheduled downtime. The Recovery Point Objective for the Elements Software is 1 day.

In cases where Symplectic's disaster recovery procedures involve a switch from a primary environment to a failover environment, a short period of negotiated scheduled downtime as soon as possible after the recovery will be required for a relocation of the Elements Software instance back to the primary environment. Symplectic reserves the right to perform this relocation during the next regular weekly maintenance window if no other downtime can be agreed, even if this extends the maintenance window.

Strategy and downtime for recovery from accidental data loss that is not the result of failure of the hosting environment (e.g. caused by the Client, by a connected system, or by bugs in the Elements Software) is always agreed with the Client on a case by case basis before being implemented. Depending on the cause, support for accidental data loss may fall under another area of the Elements Support SLA, such as Data Management & User Support.

Change log

20 January 2017

Modified 4.2 and 7† to reflect that for hosted clients, all instances are covered for Product Support.

11 September 2017

Added Euro pricing.

19 September 2019

Added a notice period requirement for scheduling upgrades to the 'Hosting Support' subsection of section 1 ('Areas of support')

12 November 2019

Altered language around RTO/RPO for hosting service levels

3 April 2020

Renamed "Client Environment & Systems Support" to "Client Customisation & Environment Support" and adjusted its definition and altered the Scope of Support section to make it more clear that support for customisations is chargeable at the standard rate. Altered the Support Charges note against "Installation & upgrade support" to make it more clear that support for installations and upgrades beyond the first three in each year for Clients with Symplectic-hosted instances of Elements falls under Installation & Upgrade support.

1 January 2022

Chargeable support time rates changed to 2022 prices.

19 January 2023

Added a preface and updated Section 2 (Scope of support) clarifying that this SLA does not apply to versions of Elements that are beyond their End of Support dates.

1 October 2023

Modified 7.2 to explicitly mention that Support Hours can be used for chargeable work

06 February 2024

Updated 7.2 with new support hour rates for 2024.

12 March 2025

Updated 7.2 with new support hour rates for 2025.

