



Tillr Platform and Services Agreement

Date: [Insert date]

Parties: This Agreement is between:

- **Telamon Software Ltd**, a company incorporated in England and Wales (No. 07522796), with its registered office at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF, owner of the Tillr platform and herein known as "Tillr"; and
- **[Customer Name]**, with its principal place of business at [Customer Address] ("Customer").

This Agreement commences on [Insert Date] (the "Effective Date").

1. Definitions

Key terms used in this Agreement are defined in Schedule A.

2. Services

Tillr shall:

- Provide access to the Tillr software-as-a-service platform ("Platform") via a supported web browser.
- Provide standard support and maintenance services as described in Schedule B.
- Provide optional customisation or development services where agreed in writing.

The Platform is hosted on Microsoft Azure cloud infrastructure in the United Kingdom.

3. Term and Termination

- This Agreement commences on the Effective Date and continues for an initial 12 months ("Initial Term"), renewing annually thereafter unless terminated by either party with 60 days' notice before the end of the then-current term.
- Either party may terminate early:
 - for material breach not remedied within 30 days;
 - for insolvency of the other party;
 - or for convenience with 60 days' written notice.

Upon termination, Customer data will be returned or deleted in accordance with the Data Protection clause.

4. Charges and Payment

- Customer agrees to pay the fees set out in Schedule C.
 - Invoices are payable within 30 days of receipt.
 - All fees exclude VAT unless otherwise stated.
 - Tillr may suspend access for non-payment following 30 days' written notice.
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5. Data Protection

- Both parties will comply with applicable Data Protection Laws, including UK GDPR and the Data Protection Act 2018.
 - For the avoidance of doubt, Tillr may act as an independent data controller in relation to any personal data it processes for its own legitimate business purposes, such as account administration, service usage analytics, billing, and legal compliance. Each party shall ensure it has a lawful basis for such processing under the Data Protection Laws.
 - Tillr acts as a data processor in relation to Customer Personal Data and will:
 - Process data only under Customer instructions;
 - Implement appropriate technical and organisational measures;
 - Allow audits and inspections on reasonable notice.
 - Details of data categories, purposes, and subprocessors are set out in Schedule D (Data Processing Agreement).
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6. Customer Obligations

The Customer shall:

- Ensure End Users comply with this Agreement and all applicable laws;
 - Not upload unlawful, harmful or infringing content;
 - Maintain confidentiality and security of login credentials;
 - Provide Tillr with necessary information and cooperation to enable provision of the Services;
 - Pay fees in accordance with Schedule C.
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7. Service Levels & Support

- Tillr will provide the Services in line with the service levels set out in Schedule B.
- Tillr will provide a helpdesk service during UK business hours, and will use reasonable endeavours to meet the response times specified in Schedule B.

7.1 Support Access



The Customer acknowledges and agrees that Tillr may, from time to time, access the Customer's account (including by way of impersonation or other administrative login methods) for the purposes of providing support, maintenance, security, and service quality assurance. Such access will be limited to authorised personnel and used solely for legitimate operational purposes. Tillr shall maintain appropriate access controls and audit logs in connection with such activity.

8. Business Continuity

Tillr maintains a business continuity and disaster recovery plan which includes:

- Hosting on Microsoft Azure with geo-redundant database backups;
 - Point-In-Time Restore capabilities for up to 7 days;
 - Regular backup testing and verification.
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9. Intellectual Property

- The Platform and all associated materials remain the property of Tillr and/or its licensors.
 - Customer data remains the property of the Customer.
 - Each party grants the other a licence solely for the purposes of fulfilling this Agreement.
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10. Confidentiality

Each party agrees to keep confidential all information marked as confidential or reasonably understood to be confidential, and not to disclose it to any third party except as required by law or for the purpose of delivering this Agreement.

11. Warranties and Disclaimers

- Tillr warrants it will provide the Services with reasonable care and skill.
 - The Platform is provided "as is"; no software is guaranteed to be error-free.
 - Tillr does not warrant uninterrupted availability but shall use reasonable endeavours to maintain uptime in line with Schedule B.
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12. Liability

- Each party's liability for direct loss is limited to the amount paid by the Customer in the 12 months preceding the event giving rise to the claim.
 - Neither party is liable for indirect, incidental, or consequential losses.
 - Nothing limits liability for death, personal injury, or fraud.
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13. Dispute Resolution

If a dispute arises, the parties shall first attempt to resolve it through good faith discussions. If unresolved after 30 days, the matter will be referred to mediation administered by the Centre for Effective Dispute Resolution (CEDR). Either party may escalate to courts only after mediation is attempted.

14. General Provisions

14.1 Governing Law

This agreement is governed by and interpreted under the laws of England and Wales.

14.2 Entire Agreement

This agreement, together with any documents referenced in it, is the complete understanding between us. It replaces any previous discussions or agreements about the services.

14.3 Assignment

You may not transfer your rights or obligations under this agreement without our written permission. We may assign or transfer our rights freely.

14.4 Notices

Any formal notices must be in writing and sent to the contact details in this agreement.

14.5 Severability

If any part of this agreement is found invalid or unenforceable, the rest still applies.

14.6 Waiver

If we do not enforce a part of this agreement, it does not mean we waive that right in the future.

Schedule A – Definitions

- **"Platform"**: The cloud-based software system operated and maintained by Tillr.
- **"Customer Data"**: All data uploaded by or on behalf of the Customer.
- **"Personal Data"**: As defined in the UK GDPR.

- **"Data Protection Laws"**: The UK GDPR, the Data Protection Act 2018, and other relevant UK data protection legislation.
 - **"Business Day"**: A weekday other than a public holiday in England.
 - **"Support Services"**: Technical assistance and issue resolution as defined in Schedule B.
 - **"Charges"**: Fees payable under Schedule C.
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Schedule B – Support and Service Levels

Availability: 99.5% uptime target (excluding planned maintenance and emergency fixes).

Support Hours: Monday–Friday, 09:00–17:00 UK time, excluding public holidays.

Contact: support@tillr.io

Response Times:

- Critical (system down): Initial response within 2 business hours
- High (major function impacted): Within 4 business hours
- Medium (partial impact): Within 1 business day
- Low (minor or cosmetic): Within 3 business days

Planned Maintenance: Scheduled outside business hours with minimum 48 hours' notice.

Service Credits: If uptime drops below SLA, customer receives 0.5 days of professional services credit per affected business day, capped at 5 days per contract year.

Schedule C – Fees and Payment Terms

- Tillr may, at its discretion, review and increase fees annually in line with the UK Retail Prices Index (All Items) published by the Office for National Statistics or a successor index, by providing at least 60 days' written notice prior to the renewal date.
- Annual subscription fee: £[insert amount] per annum + VAT
- Includes up to [insert number] user accounts, hosting, data storage, and support
- Additional user licences or modules priced separately
- Professional Services:
 - £795/day (single day, exclusive of VAT)
 - Discounted bundles (exclusive of VAT):
 - 5 days (£3,750)
 - 15 days (£10,690)
 - 25 days (£16,875)
- Invoicing: Annual in advance
- Payment terms: 30 days from invoice date

Schedule D – Data Processing Agreement

Data Subjects:

- Customer employees, contractors, platform users

Categories of Data:

- Contact details, login credentials, activity logs, uploaded documents

Purpose of Processing:

- To provide, maintain and support the Platform and Services

Technical Measures:

- Encryption (AES-256 at rest, HTTPS in transit)
- SSL certificates for all environments
- Passwords hashed and salted securely using industry-standard algorithms
- Geo-redundant backups (Azure UK)
- Point-in-time recovery
- Role-based access controls and audit logging
- Least-privilege access enforcement
- Administrative access logging and periodic review

Subprocessors:

- Microsoft Azure (UK) – Cloud infrastructure and hosting
- Zoho ZeptoMail (EU) – Transactional email delivery

Data Retention:

- Customer data deleted or returned within 30 days after contract termination

Audit Rights:

- Customer may audit compliance with reasonable notice

Signatures

Signed by:



Authorised Representative, **Customer**

Date: _____

Tim Iles, Managing Director, **Telamon Software Ltd**

Date: _____