



G Cloud 15 ProtoFlex Terms and Conditions

ProtoFlex Terms and Conditions of supply

1. DEFINITIONS

‘Acceptance Date’:	means the date when the Software has been satisfactorily demonstrated in accordance with PROTOFLEX’s documentation or the date when the Software is used to process live data, if earlier;
‘Additional Charges’:	means any charges, additional to the Charges quoted in the Quotation, that may be invoiced by PROTOFLEX in connection with this Agreement (by virtue of a specific clause in this Agreement or otherwise on request by the Customer) which will be calculated by PROTOFLEX on a time and materials basis at its then prevailing rates or as agreed with the Customer in writing;
‘Agreement’:	means these Terms and Conditions of supply, along with the Order Confirmation and the Quotation.
‘Authorised Users’:	shall have the meaning given in Clause 4.1;
‘Business Day’:	means any day from Monday to Friday excluding any day which is a bank or publicly declared holiday in England;
‘Charges’:	means the charges for the Services and the Licence as set out in the Quotation;
‘Commencement Date’:	means the date set out in the Quotation upon which the Services shall commence;
‘Current Release’:	means the version of Software installed at the Commencement Date together with any New Release and Modifications thereto;
‘Customer’:	means the customer specified in the Quotation;
‘Customer Data’:	means all data, including Personal Data, uploaded or entered into the Software by or on behalf of the Customer;
‘Customer Environment’:	means the hardware, virtual machines, cloud subscriptions, networking, storage, and all other infrastructure controlled or provided by the Customer for the purpose of the Customer-Hosted Services;
‘Customer-Hosted Services’:	means the services provided by PROTOFLEX to enable the installation, configuration, use, and support of the Software on infrastructure hosted and managed by the Customer or a third party on the Customer’s behalf, as described in Schedule 2;
‘Data Protection Laws’:	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; 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);
'Excluded Services':	means those services referred to in Clause 6 below which do not form part of the Software Support Services;
'Expiry Date':	means the date the Licence expires in accordance with these Terms and Conditions;
'Initial Period':	means the initial period of the Licence starting on the Commencement Date and ending on the 31 st March following the first anniversary of the Commencement Date;
'Licence':	means the licence to the Customer to use the Software granted hereunder;
'Licenced Program Materials':	means the Software and related documentation and media, including the User Documentation;
'Managed Hosting Services':	means the services that PROTOFLEX provides to allow Authorised Users to access and use the Software via infrastructure hosted on third-party cloud platforms (such as Microsoft Azure or Amazon Web Services) and managed by PROTOFLEX, including hosting and set-up, as described in Schedule 1;
'Modification':	means any correction, update or change made by PROTOFLEX to the Software as part of the Software Support Services;
'New Software Modules':	means new modules of Software that may be offered to the Customer from time to time at PROTOFLEX's then prevailing charges, and which if acquired by the Customer shall be added to this Agreement for the purposes of support;
'New Release':	means new releases of the Software that may be offered to the Customer from time to time;
'Order Confirmation':	means PROTOFLEX's Order Confirmation to which these Terms and Conditions are appended;
'Personal Data, Processing, Data Controller, Data Processor and Data Subject':	shall have the same meaning as in the Data Protection Laws;
'PROTOFLEX':	means ProtoFlex Software Limited, whose registered office is C/O Ampa Holdings Llp Level 19, The Shard, 32 London Bridge Street, London, United Kingdom, SE1 9SG;
'Quotation':	means PROTOFLEX's quotation which has been accepted by the Customer and subsequently confirmed by PROTOFLEX by issuing the Order Confirmation;

'Service Levels':	means the performance standards and response targets applicable to the Services, comprising: the software support response times set out in Clause 2 ; and the hosting availability and uptime targets set out in Schedule 1 (where Managed Hosting Services are supplied);
'Services':	Customer-Hosted Services, Managed Hosting Services and/or Software Support Services as may be included in the Quotation;
'Service Hours':	means any time between the hours of 9.00am and 5.30pm from Monday to Friday excluding any day which is a bank or publicly declared holiday in England;
'Software':	means the software as set out in the Quotation, together with any New Software Modules added to this Agreement and any Modification(s) supplied;
'Software Support Services':	means the support services described in Clause 2;
'Support Issue':	means an issue or request for support from the Customer in relation to a Software problem as defined in Clause 2 below;
'Third Party Software':	means any software, provided by third parties;
'UK GDPR'	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
'User Documentation':	means standard user manuals and help files provided by PROTOFLEX with the Software and with its Modification(s).

2. SOFTWARE SUPPORT SERVICES

2.1 **Scope of Support.** PROTOFLEX shall provide the following services on a remote, off-site basis (the "Software Support Services") in respect of the Software:

- **Fault Diagnostics:** Investigation of identified or perceived errors in the Software attributable to PROTOFLEX.
- **Problem Resolution:** Using reasonable endeavours to correct documented Software errors or provide a functional workaround.
- **User Documentation.**

2.2 **Logging Requests.** The Customer shall log all requests for Software Support Services via email at support@protoflex.co.uk or via the PROTOFLEX support portal.

- **Requirements:** All logs must include a description of the issue and, where possible, a documented example or screenshot of the error.
- **Hours:** Support is provided during **Service Hours** (9:00 am to 5:00 pm on Business Days).

2.3 **Categorisation and Response Times.** PROTOFLEX will categorise requests and use reasonable endeavours to respond within the following timeframes:

2.4

Level	Severity	Description	Response Goal
Level 1	Critical	System inoperable; total loss of service.	2 Service Hours
Level 2	High	Major feature unavailable; no reasonable workaround; system remains usable.	4 Service Hours
Level 3	Normal	Minor error or cosmetic issue; system remains usable.	5 Business Days

2.5 **Excluded Support.** General enquiries, "how-to" questions, and requests for training or configuration advice are not included in the standard Software Support Services. At its discretion, PROTOFLEX may answer minor queries, but it reserves the right to refer the Customer to available training materials or provide a separate quotation for consultancy services.

2.6 **Customer-Side Delays.** PROTOFLEX shall not be liable for any failure to meet the Response Times in Clause 2.3 where the delay is caused by the Customer's failure to provide requested information or remote access (as required by the applicable Schedule 1 or Schedule 2).

3. **MANAGED HOSTING SERVICES AND CUSTOMER-HOSTED SERVICES**

3.1 PROTOFLEX shall provide the Managed Hosting Services as further detailed in Schedule 1 where Managed Hosting Services are included in the Quotation.

3.2 PROTOFLEX shall provide the Customer-Hosted Services as further detailed in Schedule 2 where Customer-Hosted Services are included in the Quotation.

4. **AUTHORISED USERS AND ACCESS CONTROL**

4.1 **Concurrent User Limits.** The Customer's access to the Software shall be limited to the number of concurrent Authorised Users set out in the Quotation. For the purposes of this Agreement, an "Authorised User" is defined as an individual (employee or independent contractor of the Customer) who is actively logged into the Software simultaneously with others.

4.2 **Access Credentials.** The Customer shall ensure that Authorised Users maintain strong, unique passwords and keep all credentials confidential. The Customer is strictly responsible for all activities that occur under its accounts and shall implement all reasonable measures to prevent unauthorised access.

4.3 **Usage Monitoring.** PROTOFLEX shall have the right to monitor and audit the usage of the Software at any time to ensure compliance with the number of Authorised Users permitted under this Agreement. Customer acknowledges that PROTOFLEX may access Software metadata and user registries for this purpose. This monitoring is conducted to:

- Verify that that number of concurrent users does not exceed the number of Authorised Users set in the Quotation.
- Ensure the hosting infrastructure (under Schedule 1 or 2) is appropriately scaled to maintain the Service Levels and prevent performance degradation.

4.4 **Usage Variations and Right of Action.**

- **Performance Impact:** If a spot check reveals that concurrent usage exceeds the permitted number of Authorised Users and such usage adversely impacts system performance or stability, PROTOFLEX reserves the right to take immediate action. This may include requiring the Customer to reduce concurrent sessions or providing a separate Quotation for required infrastructure upgrades to maintain the Service Levels.

- **Commercial Adjustments:** While PROTOFLEX reserves the right to invoice for additional concurrent access as incurred, it will typically defer commercial adjustments for overages to the next annual renewal to accommodate the Customer's budget cycles. At renewal, PROTOFLEX may increase the Charges for the subsequent period to reflect the peak concurrent usage identified during the preceding year.
- 4.5 **Unauthorised Access.** If an audit reveals that passwords have been provided to individuals who are not Authorised Users, PROTOFLEX may, at its discretion:
- Invoice the Customer for such access as if those individuals were Authorised Users from the date of first access; and/or
 - Require the Customer to promptly disable such passwords and cease issuing new passwords to those individuals.
- 4.6 **Prevention of Misuse.** The Customer shall use all reasonable endeavours to prevent unauthorised access to, or use of, the Software and shall notify PROTOFLEX promptly in writing of any such unauthorised access or use.
5. **CHARGES**
- 5.1 The Customer will pay to PROTOFLEX the Charges which fall due under this Agreement including where appropriate any Additional Charges, together with any VAT or other taxes as may be due on submission of a valid invoice in accordance with the terms of this Agreement.
- 5.2 The Charges will be invoiced from the Acceptance Date for the Initial Period in advance. Thereafter charges will be paid annually in advance from the next 1st April. Any Additional Charges will be invoiced monthly as incurred or according to a payment schedule agreed with the Customer.
- 5.3 PROTOFLEX reserves the right to increase the Charges up to the level of increase in the Consumer Prices Index (CPI) for the twelve months ending each September prior to the next annual charge.
- 5.4 If PROTOFLEX wishes to increase the Charges by an amount greater than the increase in CPI then 120 days' prior written notice of such increase must be given to the Customer.
- 5.5 PROTOFLEX reserves the right to charge interest in respect of the late or non- payment, of any valid invoice submitted in accordance with this Agreement at the rate of 2% above the base rate, from time to time of National Westminster Bank Plc from the due date thereof until payment.
6. **CUSTOMER GENERAL RESPONSIBILITIES**
- 6.1 **General Cooperation.** The Customer shall provide PROTOFLEX promptly with all necessary cooperation and access to such information as may be required by PROTOFLEX in order to provide the Services.
- 6.2 **Primary Contacts.** The Customer shall identify two knowledgeable individuals to serve as primary contacts to initiate support issues and coordinate with PROTOFLEX. The Customer shall notify PROTOFLEX of any changes to these contacts in advance in writing.
- 6.3 **Compliance and Data.** The Customer shall:
- 6.3.1 Ensure that its use of the Software and Services complies with all applicable laws and regulations.
 - 6.3.2 Be responsible for the accuracy, quality, and legality of the Customer Data entered into the Software.

- 6.3.3 Ensure it has all necessary consents and notices in place to enable the lawful transfer to (and processing by) PROTOFLEX of Personal Data.
- 6.4 **Restrictions on Use.** The Customer shall not:
 - 6.4.1 Alter, modify, or attempt to create derivative works from the Software.
 - 6.4.2 Access the Software or Services to build a competing product.
 - 6.4.3 Store or transmit infringing, libelous, or otherwise unlawful material, or material containing viruses through the Services.
- 5.5 **Infrastructure and Access.** The Customer's specific responsibilities regarding infrastructure management, remote access, and backups are set out in:
 - 6.4.4 Schedule 1 (where Managed Hosting Services are supplied); or
 - 6.4.5 Schedule 2 (where Customer-Hosted Services are supplied).
- 7. **EXCLUDED SERVICES**
 - 7.1 Additional Charges shall be payable by the Customer for services requested or necessitated by causes not attributable to PROTOFLEX. Such causes include but are not limited to:
 - 7.1.1 alterations or additions to the Software made by persons other than PROTOFLEX;
 - 7.1.2 software programs other than those supplied by PROTOFLEX, which affect the Software;
 - 7.1.3 computer viruses, or other malicious programs unless such programs were introduced through the fault of the PROTOFLEX;
 - 7.1.4 situations where the Software or any Modification has not been installed or has been incorrectly installed or operated by the Customer in a manner not in accordance with the PROTOFLEX's procedures, and the Customer's responsibilities;
 - 7.1.5 software being operated on an operating system not defined by or approved by PROTOFLEX.
- 8. **LICENCE**
 - 8.1 PROTOFLEX hereby grants to the Customer a non-exclusive, non-transferable licence, without the right to grant sublicences (unless otherwise expressly permitted in this Agreement elsewhere), to use the Software up until the Licence Expiry Date solely for the Customer's internal business purposes.
 - 8.2 The Customer hereby acknowledges that it is licenced to use the Licenced Program Materials in accordance with the express terms of this Agreement.
 - 8.3 In consideration of the grant of the Licence and the provision of the Services, the Customer shall pay to PROTOFLEX the Charges and any Additional Charges.
 - 8.4 The ownership of the Licenced Program Materials (and all the intellectual property rights therein or relating thereto) shall not pass to the Customer. The Customer is granted a licence to use the Software for processing its own data for its own internal purposes. The Customer shall not permit any third party to use the Licenced Program Materials on behalf of or for the benefit of any third party in any way (including, without limitation, using the Licenced Program Materials for the purpose of operating a bureau service) (unless otherwise expressly permitted in this Agreement elsewhere).

- 8.5 The Customer shall treat the Licenced Program Materials as strictly confidential under clause 10.3.1 and will ensure that its employees, agents, sub-contractors and outsource organisations comply with such confidentiality and non-disclosure obligations.
- 8.6 PROTOFLEX shall be entitled to terminate the Licence forthwith by notice in writing to the Customer if the Customer (a) commits any breach of the terms of this Agreement (b) becomes insolvent (c) has a liquidator, receiver, administrator or administrative receiver appointed or (d) fails to pay the Charges due or any Additional Charges under this Agreement. Upon such termination the Customer shall return any Licenced Program Materials to PROTOFLEX or at the option of PROTOFLEX to destroy the same and certify, to PROTOFLEX that they have been so destroyed. The Customer shall, in the case of Customer-Hosted Services, also cause the Software to be erased from the equipment/processors and shall certify to PROTOFLEX that the same has been done.
- 8.7 For the avoidance of doubt, PROTOFLEX have no claim of ownership to the system designs created by its licenced users, and such designs may be freely exchanged and replicated by licenced users of ProtoFlex.
- 8.8 Except to the extent and in the circumstances expressly required or to be permitted by law, the Customer shall not alter, modify, adapt or translate the whole or any part of the Licenced Program Materials in any way whatever. Nor permit the whole or any part of the Licenced Programs Materials to be combined with or to become incorporated in any other programs nor to decompile, disassemble or reverse engineer the Licenced Program Materials or any part thereof nor attempt to do any of such things.
9. **WARRANTY**
- 9.1 PROTOFLEX warrants that the Services shall be carried out at all times by properly skilled and competent persons, with reasonable care.
- 9.2 If PROTOFLEX is requested to provide services outside the scope of the Services, PROTOFLEX warrants that such services will be carried out at all times by properly skilled and competent persons, provided that PROTOFLEX shall be entitled to make such Additional Charges as are appropriate.
10. **CONFIDENTIALITY**
- 10.1 **PROTOFLEX's Undertaking**
- 10.1.1 to treat as confidential all information which may be derived from or be obtained in the course of the Agreement or which may come into the possession of PROTOFLEX or any employee, servant or agent or sub-contractor of PROTOFLEX as a result of or in connection with the Agreement;
- 10.1.2 to provide all necessary precautions to ensure that all such information is treated as confidential by PROTOFLEX, his employees, servants, agents or sub-contractors;
- 10.1.3 to ensure that it, its employees, servants, agents and sub-contractors are aware of the provisions of the Data Protection Laws and that any Personal Data obtained from the Customer shall not be disclosed; and
- 10.1.4 to indemnify the Customer against any loss arising under the Data Protection Laws caused by any action, authorised or unauthorised, taken by itself, its employees, servants, agents or sub-contractors.
- 10.2 **Personal Data and Medical Records**
- 10.2.1 Both parties warrant that they will duly observe all their obligations under the Data Protection Laws which arise in connection with the Agreement. Without prejudice to the generality of the foregoing, both parties will comply with the provisions in ScheduleSchedule 3 3.

- 10.2.2 PROTOFLEX further undertakes that any medical records in its possession, custody, or control shall be used for the sole purpose of executing obligations arising hereunder and that it shall ensure compliance with any orders, regulations, or other rules in respect of medical records that may be imposed from time to time by the UK Government.

10.3 **Customer's Undertaking**

- 10.3.1 The Customer undertakes that any information of PROTOFLEX which is marked with a confidentiality, security or privacy restriction or otherwise identified, or is apparent to the Customer as confidential shall be treated at all times in accordance with such designation, shall be used by the Customer solely for the purpose of the Agreement and shall not be disclosed to any third party without the written consent of PROTOFLEX;
- 10.3.2 The Customer also undertakes to provide to PROTOFLEX, all information as is necessary for it to meet its obligations in relation to confidentiality of the Customer's information under this Clause 10 including copies of appropriate Standing Orders, Standing Financial Instructions or other regulations referred to in Clause 10.2 above and any orders, regulations or other rules with respect to medical records which may be imposed by the UK Government.
- 10.3.3 The Customer undertakes to indemnify PROTOFLEX against any loss arising under the Data Protection Laws caused by any action, authorised or unauthorised, taken by itself, its employees, servants, agents or sub-contractors.

10.4 **Know-How**

Nothing herein shall be so construed as to prevent either party from using data processing techniques, ideas, know how and the like gained during the performance of the Agreement in the furtherance of its normal business, to the extent that this does not result in a disclosure of confidential information or infringement of any valid intellectual property rights of or deriving from the other party.

10.5 **Publicity**

Except with the written consent of the other party, which shall not be unreasonably withheld or delayed, neither party shall make any press announcements or publicise the Agreement in any way.

10.6 **Exclusions**

The provisions of this Clause 10 shall not apply to any information which:

- 10.6.1 is or becomes public knowledge other than by breach of this Clause;
- 10.6.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- 10.6.3 is independently developed;
- 10.6.4 is received from a third party which has received it without restriction; or
- 10.6.5 is required to be disclosed by law (other than by a contractual right).

11. **EXPORT**

- 11.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at

the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

11.2 Each party undertakes:

11.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in Clause 11.1; and

11.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

12. **LIMITATION OF LIABILITY**

12.1 The Customer acknowledges that PROTOFLEX's obligations under any warranties in respect of this Agreement are set out within this Agreement. The Customer agrees that the express obligations and warranties set out in this Agreement are in lieu of and to the exclusion of any warranty, condition, term undertaking or representation of any kind, express or implied, statutory or otherwise relating to goods or services provided under or in connection with this Agreement including (without limitation) as to condition quality, performance, or fitness for purposes of the services provided.

12.2 PROTOFLEX accepts liability to the extent that it results from the negligence of PROTOFLEX and its employees for:

12.2.1 Death or injury without limit; and

12.2.2 Physical damage to or loss of the Customer's tangible property up to the amount of £250,000 in respect of each incident or series of connected incidents.

12.3 PROTOFLEX shall not be liable for any indirect or consequential loss, damage, cost or expense, arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of or corruption to data, loss of profits or loss of business opportunity.

12.4 In all other cases not falling within Clause 12.2 PROTOFLEX's total liability (whether in contract, tort, including negligence or otherwise) under or in connection with this Agreement shall not exceed 150% of the Charges paid or payable, whichever is greater, in respect of the year in which such claim is made.

12.5 The Charges have been established on the basis of the limits of liability set out in this Clause 12.

12.6 **Remedies and Scope of Liability:**

12.6.1 **Managed Hosting Services:** Where the Customer has selected Managed Hosting Services (Schedule 1), the Service Levels set out in that Schedule state the Customer's full and exclusive right and remedy, and PROTOFLEX's only obligation and liability, in respect of the performance and/or availability of the Managed Hosting Services.

12.6.2 **Customer-Hosted Services:** Where the Customer has selected Customer-Hosted Services (Schedule 2), the Customer acknowledges that uptime and availability are dependent on the Customer Environment. No service levels apply to the underlying infrastructure. PROTOFLEX shall have no responsibility or liability for any outages, data loss, or security incidents arising from the Customer Environment, including hardware, operating systems, network failures, or customer misconfigurations.

12.6.3 **Exclusions:** In no event shall PROTOFLEX be liable for interruptions or failures outside its direct control, including third-party cloud provider outages (under Schedule 1) or delayed/denied access to the Customer Environment (under Schedule 2).

13. **DURATION OF AGREEMENT**

The duration of this Agreement shall be the Initial Period plus a further period of 12 (twelve) months and shall thereafter continue indefinitely until terminated by either party on 90 (ninety) days written notice, such termination to take effect on the next 31st March.

14. **FORCE MAJEURE**

14.1 Neither party shall be liable for any breach of its obligation resulting from causes beyond its reasonable control including but not limited to acts of God, war, industrial disputes, riots and inability to obtain supplies and raw materials, non-performance by suppliers or subcontractors and interruption or failure of utility or telecommunications services ("Force Majeure").

14.2 If a default due to Force Majeure shall continue for more than 12 (twelve) months then the party not in default shall be entitled to terminate the Agreement forthwith, without notice. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of Force Majeure.

15. **ASSIGNMENT**

Neither party shall assign, pledge or transfer this Agreement without the prior written consent of the other, save that PROTOFLEX shall be entitled to assign the Agreement to any associated company, being any subsidiary of PROTOFLEX or any holding company of PROTOFLEX or any subsidiary of such holding company (subsidiary and holding company being defined as in Section 1159 of the Companies Act 2006).

16. **VALUE ADDED TAX (VAT)**

VAT, and any other sales or other taxes (except Income Tax) imposed on PROTOFLEX by virtue of this Agreement shall be borne by the Customer.

17. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with English Law and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1

MANAGED HOSTING SERVICES

1. Definitions

For the purposes of this Schedule:

“Enhanced Backup Services” means optional backup, retention, and disaster recovery services made available by PROTOFLEX at additional charge, as detailed in the Quotation.

2. Set-Up and Deployment

2.1 Environment Provisioning

PROTOFLEX shall provide the cloud hosting environment, configure network connectivity, security controls, and deploy the Software in accordance with Customer requirements.

2.2 Software Deployment

PROTOFLEX shall install and configure the Software, including databases and initial Customer Data migration if applicable.

2.3 Customer Responsibility

The Customer shall provide timely access to any data, configuration requirements, and authorised personnel required for successful deployment.

3. Cloud Infrastructure

3.1 Cloud Provider Reliance

Managed Hosting Services are provided using third-party cloud infrastructure. PROTOFLEX relies on the third-party cloud provider for physical security, environmental controls, power, and network connectivity.

3.2 Shared Responsibility

The Customer acknowledges that security, availability, and compliance are subject to the third-party cloud provider's shared responsibility model. PROTOFLEX is responsible only for configuration, management, and operation of the Software and associated services.

4. Continuing Managed Hosting Services

PROTOFLEX shall provide ongoing services to maintain availability and operation of the Software, including:

4.1 Monitoring – 24/7 monitoring of virtual machines, storage, networking, and application services to detect and resolve abnormalities.

4.2 Load Management – Configuration of load balancing, auto-scaling, and traffic management to ensure optimal performance.

4.3 Security Services – Implementation of access controls, firewall rules, encryption, and other logical/technical security measures on the Software environment.

4.4 Back-up, Archiving, and Recovery – Scheduled backups of Customer Data using cloud provider tools and standard retention cycles. Enhanced Backup Services may be provided at additional charge.

4.5 Release Management and Change Control – Management of Software updates, patching, and configuration changes necessary to maintain functionality, security, and compliance.

4.6 Administration Services – Administration of cloud resources required to operate the Software, including virtual machine and storage management.

5. Backups and Data Retention

5.1 Default Backups

- Weekly full backups and daily incremental backups are performed using the cloud provider's standard tools.
- Retention period: PITR: 7 days. Weekly LTR 4 weeks.

5.2 Enhanced Backup Services

- Available at additional charge as quoted in the Quotation.
- May include extended retention, replication to secondary regions, and faster restoration guarantees as confirmed in the Quotation.

5.3 Data Recovery

- PROTOFLEX will attempt to restore Customer Data from backups in accordance with the selected service tier.
- Restoration is subject to third-party cloud provider limitations and does not guarantee uninterrupted access.

6. Service Levels

6.1 Availability

- PROTOFLEX shall use reasonable efforts to provide the Software with **99.5% monthly uptime** measured at the application endpoint ("**Uptime Service Level**").
- Availability excludes outages caused by the Customer, third parties, cloud provider maintenance, or Force Majeure events.

6.2 Measurement

- Availability is measured at [5-minute intervals] at the application endpoint.
- Monthly uptime = total actual uptime ÷ total possible uptime minutes.

6.3 Service Credits

- If availability falls below the Uptime Service Level, the Customer may request a Service Credit as a percentage of the monthly Managed Hosting Services Charges for the affected month, calculated proportionately to the number of days that the availability falls below the Uptime Service Level during that month.
- Requests must be submitted within 40 Business Days. Maximum Service Credit = total monthly Managed Hosting Services Charges.
- The provision of a Service Credit shall be the Customer's exclusive remedy for availability falling below the Uptime Service Level,
- Service Credits shall be shown as a deduction from the amount due from the Customer to PROTOFLEX in the next invoice then due to be issued under this Agreement. PROTOFLEX shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

7. Customer Responsibilities

The Customer shall:

- Ensure internet access to use the Software.
- Maintain the confidentiality of Authorised User credentials.
- Comply with all applicable laws in uploading and processing Customer Data.
- Notify PROTOFLEX promptly in writing of any suspected security incidents.

8. Sub-Processors

PROTOFLEX may engage cloud providers and other third-party service providers to deliver Managed Hosting Services.

- The Customer consents to the use of such sub-processors, including Azure or AWS, subject to applicable data protection laws.

9. Limitations and Exclusions

- PROTOFLEX does not provide physical access to cloud data centres.
- PROTOFLEX is not responsible for interruptions or failures outside its direct control (e.g., cloud provider outages, Customer network issues).
- Security obligations do not extend to the physical security of the cloud provider's facilities.

10. Software Updates and Maintenance

10.1 Maintenance Windows PROTOFLEX shall perform routine maintenance and Software updates during pre-defined maintenance windows. PROTOFLEX shall use reasonable endeavours to schedule these updates outside of standard business hours (being 9am to 5pm on a Business Day) and will provide the Customer with at least 48 hours prior notice of any planned downtime.

10.2 Emergency Updates Notwithstanding paragraph 10.1 above, PROTOFLEX reserves the right to perform emergency updates or patching without prior notice where such action is reasonably necessary to protect the security, integrity, or availability of the Managed Hosting Services or Customer Data. PROTOFLEX will notify the Customer as soon as practicable following such action.

10.3 Version Support and Compatibility PROTOFLEX is responsible for maintaining the Software on a supported version. While PROTOFLEX manages the deployment, the Customer is responsible for participating in User Acceptance Testing (UAT) where required to ensure that specific business configurations remain compatible with the updated version.

10.4 Customer Cooperation Where an update requires specific Customer actions (such as local browser configuration or integration adjustments), the Customer shall provide timely cooperation. Any delays or service degradations resulting from a Customer's refusal to allow an update or failure to perform required actions shall be the Customer's sole responsibility and shall not be included in Uptime Service Level measurements.

SCHEDULE 2

CUSTOMER-HOSTED SERVICES

1. Scope of Services

PROTOFLEX shall provide:

2.1 Software Installation

- Installation and configuration of the Software on the Customer Environment.

2.2 Product Updates

- Deployment of new releases, patches, and security updates to the Software, provided the Customer grants timely access to the Customer Environment.

2.3 Support

- Support related to the operation of the Software itself. Support does not extend to the underlying infrastructure or network unless explicitly agreed in writing.

3. Customer Responsibilities

The Customer shall:

3.1 Infrastructure Management

- Provide, manage, and maintain all hardware, virtual machines, cloud subscriptions, storage, networking, operating systems, and software necessary for the Software to operate.
- Ensure high availability, resilience, and backup of the Customer Environment and Customer Data.

3.2 Security and Access

- Maintain the security and integrity of the Customer Environment.
- Control access for all Authorised Users.
- Provide PROTOFLEX with secure access to the Customer Environment in a timely manner to allow Software installation and updates.

3.3 Compliance

- Ensure the Customer Environment complies with all applicable laws and regulatory requirements.

3.4 Connectivity

- Ensure sufficient network connectivity to allow PROTOFLEX to perform updates and Software support.

4. Software Updates and Maintenance

4.1 Scheduling

- PROTOFLEX shall schedule updates in consultation with the Customer and provide reasonable notice.

4.2 Access Requirements

- Customer shall provide all credentials, permissions, and access required to install updates. Delays caused by restricted access may impact service delivery but do not constitute a breach by PROTOFLEX.

4.3 Limitations

- PROTOFLEX is responsible only for updating and maintaining the Software itself.
- PROTOFLEX shall not be responsible for any outages, data loss, or security incidents arising from the Customer Environment.

5. Backups and Data Retention

5.1 Customer Responsibility

- The Customer is solely responsible for backing up Customer Data and maintaining any data retention policies required for their business or regulatory compliance.

5.2 PROTOFLEX Role

- PROTOFLEX may assist in configuration of software-level backup options if requested, but shall have no responsibility for the execution, monitoring, or restoration of backups unless separately agreed.

6. Service Levels

6.1 Availability

- PROTOFLEX shall use reasonable efforts to ensure the Software functions correctly when installed, but uptime and availability are dependent on the Customer Environment.
- No service levels apply to the underlying infrastructure.

6.2 Support Response

- PROTOFLEX shall respond to support requests related to Software operation in accordance with the Service Levels in clause 2 of the Agreement.

7. Limitations and Exclusions

- PROTOFLEX does not manage, control, or guarantee any aspect of the Customer Environment.
- PROTOFLEX is not responsible for:
 - Hardware, operating systems, or network failures;
 - Customer misconfigurations;
 - Delayed or denied access for updates; and
 - Security incidents outside the Software.

8. Access and Cooperation

- The Customer shall grant PROTOFLEX personnel reasonable access to the Customer Environment to install updates and provide support.
- Failure to provide timely access may result in delayed updates, which will not constitute a breach by PROTOFLEX.

SCHEDULE 3

DATA PROTECTION

1.1. When supplying the Services, PROTOFLEX may gain access to and/or acquire the ability to process Personal Data as a Data Processor.

1.2. The Customer must ensure that it has all necessary consents and notices in place to enable Personal Data to be lawfully transferred to or collected and further processed by PROTOFLEX in connection with the performance of the Agreement. PROTOFLEX does not determine the purposes or means of processing Personal Data and processes Personal Data solely on documented instructions from the Customer.

1.3. In relation to Personal Data, the scope, nature, purpose and duration of processing by PROTOFLEX and the types of Personal Data and categories of Data Subject are as follows:

(a) **Scope:** Provision of the Software and related **Software Support Services** and, where applicable, **Managed Hosting Services**, as instructed by the Customer.

(b) **Nature:** Hosting (where applicable), storage, organisation, access, retrieval, transmission, and deletion of Personal Data, and processing necessary to provide system functionality, maintenance, technical support, and troubleshooting.

Any communications with Data Subjects occur **solely through automated system functionality initiated and controlled by the Customer**.

(c) **Purpose of processing:** To provide, operate, maintain, and support the Services in accordance with the Customer's instructions.

(d) **Duration of processing:** For the duration of the Services, and thereafter in accordance with the Customer's instructions and applicable legal retention obligations.

(e) **Types of personal data:** set out in the Quotation.

(f) **Categories of data subject:** Customer employees, authorised users, and patients whose Personal Data is processed within the Software under the Customer's control.

1.4. PROTOFLEX shall, in relation to Personal Data:

(a) process that Personal Data only on the Customer's documented instructions, unless PROTOFLEX is required by applicable laws to otherwise process that Personal Data. Where PROTOFLEX is relying on applicable laws as the basis for processing Personal Data, PROTOFLEX shall notify the Customer of this before performing the processing unless prohibited from doing so by those applicable laws;

(b) ensure that PROTOFLEX have 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;

(c) ensure that any personnel engaged and authorised by PROTOFLEX to process Personal Data are obliged to keep that personal data confidential;

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to PROTOFLEX), 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 the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with competent authorities;

(e) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(f) at the Customer's written direction, delete or return to the Customer all Personal Data on termination of the Agreement unless PROTOFLEX is required by applicable law to continue to process that Personal Data. For the purposes of this provision, Personal Data shall be considered deleted where it is put beyond further use by PROTOFLEX; and

(g) make available information to the Customer to demonstrate PROTOFLEX's compliance with this Schedule 3 and allow for audits by the Customer (or its designated professional auditors) for this purpose on 14 days' notice, provided that PROTOFLEX is not obliged to allow more than one

audit during the duration of the Agreement or make available any information that concerns any other of its customers or could compromise the security of its systems or cause it to breach any legal obligation.

1.5. The Customer provides its prior, general authorisation for PROTOFLEX to:

(a) appoint processors to process the Personal Data, provided that PROTOFLEX:

1.5.a.1. ensure that the terms on which PROTOFLEX appoints any processor comply with the Data Protection Laws, and are consistent with the obligations imposed on it in this Schedule 3;

1.5.a.2. remain responsible for the acts and omissions of any processor as if they were PROTOFLEX's acts and omissions; and

1.5.a.3. inform the Customer of any intended changes concerning the addition or replacement of processors, giving the Customer the opportunity to object to changes provided that if the Customer objects to a change and cannot demonstrate, to PROTOFLEX's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Laws, the Customer shall indemnify PROTOFLEX for any losses incurred by it in accommodating the objection.

(b) transfer Personal Data outside of the UK as required, provided that PROTOFLEX shall ensure that all transfers are effected in accordance with the Data Protection Laws. For these purposes, the Customer shall promptly comply with PROTOFLEX's reasonable requests, including any request to enter into standard data protection clauses adopted by applicable data protection regulators.

1.6. Further information about our approach to data protection are specified in our Data Protection Policy, which is available on request. For any enquiries or complaints regarding data privacy you can email dpo@protoflex.co.uk.

1.7. The Customer agrees to indemnify, keep indemnified and defend at its own expense PROTOFLEX on demand and on a full indemnity basis against all costs, claims, damages, fines or expenses incurred by PROTOFLEX or for which PROTOFLEX may become liable due to any failure by the Customer or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Laws.