

TERMS AND CONDITIONS

(for the Supply of Software, Goods and/or Service/s) by MONTGOMERY AND COUPERS Ltd

1. Introduction

1.1 This document comprises the updated Terms and Conditions for the provision of SOTERweb by Montgomery & Coupers Ltd ("M&C"), a Private Limited Company registered in England under Company Registration Number 07143806.

1.2 M&C provides SOTERweb, an Integrated Workplace Management System, as a trading arm of Montgomery & Coupers Ltd.

1.3 These Terms and Conditions are considered accepted in full upon the production of a Purchase Order for the provision of SOTERweb or any supporting consultancy services or the signing of the Order Form.

2. Definitions

2.1 **Customer:** The organisation procuring SOTERweb as identified in the Order Form or Purchase Order.

2.2 **Supplier (M&C):** Montgomery & Coupers Ltd, responsible for providing, developing, and maintaining SOTERweb.

2.3 **Order Form:** A written document specifying the services and licensing terms, signed by the Customer.

2.4 **Licence:** The non-exclusive, non-transferable right granted to the Customer to use SOTERweb.

2.5 **Data Processor:** M&C, when processing personal data on behalf of the Customer in accordance with UK GDPR.

2.6 **Confidential Information:** Any non-public information shared between the parties, including pricing, trade secrets, or proprietary system details.

2.7 **Intellectual Property Rights (IPR):** Includes copyrights, patents, trademarks (registered and unregistered), trade secrets, and any other similar rights in any jurisdiction.

2.8 **Subsidiary:** An entity controlled by the Customer, as defined under the Companies Act 2006.

2.9 **Remote Access:** Access to the installed system from a location geographically remote from the physical installation via Open VPN or other mutually agreed secure means.

2.10 **User:** Any individual authorised by the Customer to access and use SOTERweb.



2.11 Third-Party Software: Any external software required by the Customer to use SOTERweb effectively, such as Microsoft Power BI or similar tools, which must be procured and licensed separately by the Customer at their own cost.

3. License Grant

3.1 The Customer has been granted a non-exclusive licence to use the software, subject to the cumulative quantity limits as specified (if any) within this contract that has not been cancelled or terminated for breach.

3.2 The Customer may use the software as described in this contract. The Customer will not have any ownership rights in relation to the software or any intellectual property rights (IPR) associated with it.

3.3 The Customer's rights of use may only be brought to an end as described in Clause 12 (Termination) or, for term-based licences, at the end of the initial term.

3.4 The Customer must provide M&C with details of the platform on which the software will run (operating system, database, and hardware) to receive entitlement to service under this contract. The Customer's right to use the software is restricted to pre-approved platforms.

3.5 The Customer may not modify, translate, reverse engineer, decompile, or disassemble any part of the software except where mandatory statutory rights permit such actions.

3.6 The Customer will be provided with one production system. The Customer may create a test system and backups, provided that all copies include original copyright notices and are not used beyond the intended scope.

3.7 The Customer may authorise Subsidiaries to use the software under this contract, provided that:

- M&C is informed in writing before such use begins.
- The Subsidiary remains compliant with the contract terms.
- If the Subsidiary ceases to be part of the Customer's organisation, the software must be uninstalled and destroyed within 30 days.

3.8 If the Customer engages third-party contractors for data processing, consulting, or customisation services, the software may be accessed by such third parties only for the Customer's internal use. The Customer remains responsible for ensuring compliance and must certify that the third party uninstalls all software copies upon completion of their services.

3.9 The Customer may not lease, loan, resell, sublicense, or otherwise distribute the software without prior written consent from M&C.

3.10 M&C reserves the right to audit the platform on which the software is running to confirm compliance with this contract. Audits may be conducted remotely or through on-site visits. If



unauthorised use is discovered, the Customer shall bear the costs of the audit and must either discontinue unauthorised use or pay appropriate fees to bring their usage into compliance.

4. Confidentiality

4.1 Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the contract term, except where disclosure is required by law, under a separate contractual obligation, or necessary for the fulfilment of this Agreement.

4.2 M&C may reference the Customer as a client in general terms and use the Customer's name and logo in marketing materials, case studies, and presentations, provided such use is limited to factual statements about the engagement. M&C shall seek prior written approval for any detailed case studies or endorsements.

4.3 M&C may share the Customer's Confidential Information with its own employees, contractors, and third-party service providers strictly on a need-to-know basis, including but not limited to its Hosting, Network, Technical Team, Cyber Security, Accessibility, Administration, MS Power BI, Banking, and Accountancy partners, solely for the purpose of delivering SOTERweb services. M&C shall ensure that such third parties are bound by equivalent confidentiality obligations.

5. No-Poaching Clause

5.1 While this contract is in force and for six months after termination, the Customer shall not, directly or indirectly, solicit or employ any M&C employees or subcontractors involved in delivering SOTERweb without written agreement. If breached, the Customer shall compensate M&C with an amount equal to three months' salary or sixty times the daily rate of the individual hired.

6. Contract Term & Renewal

6.1 The Agreement shall commence on the date the system is provided to the Customer and continue for one year. Unless the Customer provides written notice of their intent not to renew at least 60 days prior to the end of the current term, the Agreement will automatically renew for a further term of equal duration. This notice period ensures sufficient time for M&C to extract and return any data held within the system before the licence expires.

6.2 SOTERweb can be licensed for any duration, subject to mutual agreement between M&C and the Customer, using either M&C's Standard Call-Off Contract or a contract provided by the Customer. In such cases, the agreed contract shall take precedence over these Terms and Conditions.

6.3 M&C will provide access to all modules included in the Customer's licence, including any future developments released during the contract term, where applicable.



6.4 The Customer shall not be entitled to any refund in the event of early termination unless otherwise agreed in writing by both parties.

7. Third-Party Software & API Integrations

7.1 The Customer is responsible for procuring and maintaining any third-party software required for the effective use of SOTERweb, including but not limited to Microsoft Power BI, database management tools, or any external analytics platforms. M&C is not responsible for any costs or support related to such third-party software.

7.2 API integrations or data linking between SOTERweb and third-party systems may be explored and implemented where feasible and necessary. Any such integrations will be scoped separately and charged in accordance with the agreed consultancy or development rates.

8. Warranty

8.1 M&C warrants that SOTERweb will operate in substantial conformity with its documentation for 90 days from the delivery date.

8.2 M&C will correct critical defects at no additional cost for the duration of the contract.

8.3 M&C warrants that all services provided under this contract will be performed with reasonable skill and care, in accordance with industry standards.

9. Hosting & Service Availability

9.1 M&C shall manage the hosting of SOTERweb, ensuring 99.5% uptime and daily backups.

9.2 The Customer may self-host at their discretion, but M&C will not be responsible for system performance, security vulnerabilities, or downtime in such cases.

9.3 If the Customer requests a hosting migration, all associated costs, including technical support and data transfer, shall be borne by the Customer.

9.4 M&C will carry out regular backups of the Customer's data as part of the hosting service. However, M&C does not warrant the integrity of backup data in cases of hardware failure, software corruption, or virus attacks.

9.5 M&C does not provide, maintain, or take responsibility for any hardware, network infrastructure, or other physical components required for the Customer's use of SOTERweb. The procurement, maintenance, and operation of such hardware remain the sole responsibility of the Customer.

9.6 The Customer is responsible for any costs associated with data restoration, technical support, or data transfer in the event of a system failure.

10. Payment & Pricing



10.1 The annual licence fee shall be invoiced in full and payable within 30 days of the invoice date.

10.2 Failure to pay within the agreed timeframe may result in a late payment charge of 4% above the Bank of England base rate.

10.3 All additional services (consultancy, development, custom reports) will be invoiced separately and payable within 30 days.

10.4 VAT will be applied at the current rate of 20%. Any changes to VAT rates during the lifetime of this agreement will be automatically reflected in future charges.

10.5 Annual pricing will increase by 5% or the RPI rate (whichever is higher) each year.

10.6 Non-technical support, training, updates to provided datasets, formation of additional reports, datasets, dashboard tiles, email automation, system developments, and attendance at formal scheduled meetings are chargeable extras. Consultancy work will be agreed in advance and based upon the recognised day rates.

11. Chargeable and Non-Chargeable Services

11.1 M&C will lead and attend up to seven (7) one-hour implementation meetings at no additional cost to support the onboarding and implementation process.

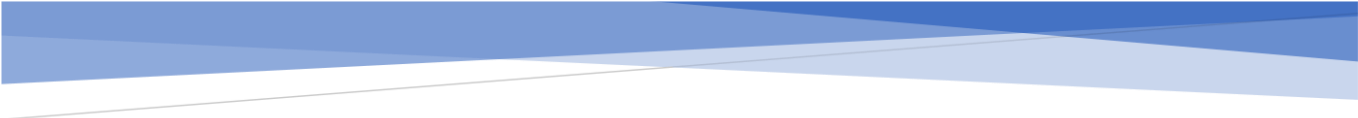
11.2 The following are considered chargeable services: non-technical support, training, troubleshooting (where the issue is confirmed not to be system-related), updates to existing datasets, creation of new reports, datasets, dashboard tiles, email automation, and system developments (excluding minor modifications or enhancements).

11.3 Fees for chargeable services shall be calculated in accordance with the rates specified on the Order Form (whether completed or not), supported by time records if requested. These services will be invoiced monthly in arrears unless otherwise agreed.

11.4 Services are generally delivered remotely. Where services are delivered on-site, reasonable travel and subsistence expenses shall apply.

11.5 Daily rates apply to work carried out during M&C's standard working hours: Monday to Friday, 9:00am to 5:00pm, with a 60-minute lunch break. The minimum chargeable time for day-rated work is one-quarter ($\frac{1}{4}$) of a day. Work undertaken on Sundays or UK bank holidays may be subject to a surcharge of 50% on the standard day rate subject to agreement with the Customer.

11.6 For fixed-price projects, milestone-based payment schedules will be defined in the Order Form. Where no such schedule is specified, M&C reserves the right to invoice 20% on contract award, 70% on delivery, and 10% upon acceptance or 30 days post-delivery, whichever comes first.



11.7 Payment for services and related expenses shall be due within 30 days of the invoice date. Any disputes must be raised in writing within 14 days of the invoice date. Undisputed amounts must be paid within this timeframe. M&C will respond to any dispute within a further 14 days.

11.8 All prices quoted are exclusive of VAT or other applicable taxes, which shall be added at the prevailing rate.

12. Support & Service Levels

12.1 M&C will provide standard support during business hours (Monday-Friday, 9:00-17:30), excluding public holidays.

12.2 Standard SLA response times:

- Critical Issues: Response within 4 hours, resolution within 2 working days.
- High Priority Issues: Response within 8 hours, resolution within 5 working days.
- General Queries: Response within 2 working days.

12.3 SLAs can be adjusted to meet University requirements, subject to additional costs based on the level of service required. The cost for enhanced SLA response times will be mutually agreed and set out in a separate proposal upon request.

12.4 Service credits shall apply for failure to meet these SLAs, calculated as a percentage of the licence fee as follows:

- Critical issues: 5% of the monthly licence fee per missed resolution deadline.
- High-priority issues: 2.5% of the monthly licence fee per missed resolution deadline.

13. Limitation of Liability

13.1 M&C accepts unlimited liability for death or personal injury caused by its negligence.

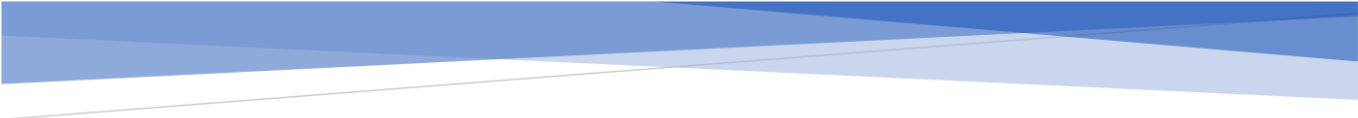
13.2 M&C shall not be liable for any indirect, incidental, or consequential losses arising from the use of SOTERweb.

13.3 M&C's total aggregate liability for any claims arising under this contract shall not exceed 50% of the annual fees paid.

14. Termination

14.1 M&C may terminate the contract immediately if the Customer:

- Fails to make any payment within 30 days of the due date.
- Commits a material breach and fails to remedy it within 30 days of notice.
- Becomes insolvent or ceases trading.



14.2 If this contract is terminated due to the Customer's failure to pay, the Customer shall remain liable for all outstanding fees up to the date of termination, including any costs incurred by M&C in recovering overdue payments.

14.3 Work in progress, time, and expenses incurred by M&C up to the date of termination will fall due for immediate payment at M&C's standard rates.

14.4 The Customer may request early termination only in the following circumstances:

- M&C has committed a material breach of this contract and, if capable of being remedied, has not done so within 30 days of receiving written notice from the Customer.
- M&C becomes insolvent or ceases trading.
- By mutual agreement, subject to a termination payment equal to the remaining balance of the contract term unless otherwise agreed in writing.

15. Late Payment

15.1 If the Customer fails to make any payment due under this Agreement by the due date, M&C reserves the right to:

- Charge statutory interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue daily from the due date until the date of full payment.
- Apply a fixed late payment charge of £100, applicable to debts of £10,000 or more, as permitted under the Act.
- Recover any reasonable debt recovery costs incurred which exceed the fixed £100 fee.
- Suspend access to SOTERweb if payment remains outstanding 30 days after the due date. Such suspension shall not constitute a breach of this Agreement, and the Customer shall remain liable for all fees due during the period of suspension.

16. General Terms

16.1 Any amendments must be in writing and agreed by both parties.

16.2 The Customer cannot transfer or assign their rights under this contract without prior approval.

16.3 This contract is governed by English law, and disputes shall be resolved exclusively in the English courts.

17. Data Protection & Processing

17.1 Where M&C acts as a Data Processor for the Customer, the following terms apply:

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- M&C shall process Personal Data only on documented instructions from the Customer, including transfers of Personal Data to a third country, unless required to do so by law.
 - M&C shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing activities.
 - M&C may engage third-party sub-processors for hosting, support, reporting, and security testing as specified in the Data Processing Schedule. The Customer provides general authorisation for such sub-processors, provided M&C notifies the Customer of any intended changes.
 - M&C shall ensure that all persons authorised to process Personal Data on behalf of the Customer (including but not limited to M&C's employees, contractors, and sub-processors) are subject to a binding duty of confidentiality or an appropriate statutory obligation of confidentiality, in accordance with UK GDPR Article 28(3)(b).
 - M&C shall notify the Customer without undue delay, and in any event no later than 72 hours, after becoming aware of any actual or potential personal data breach or incident involving the Customer's Personal Data, providing sufficient details to allow the Customer to meet its obligations under UK GDPR.
 - M&C shall assist the Customer in responding to Data Subject rights requests and in compliance with obligations under GDPR, including security, breach notifications, impact assessments, and consultations with supervisory authorities.

17.2 Audit and Compliance:

- M&C shall make available to the Customer all information necessary to demonstrate compliance with data protection obligations and allow for audits conducted by the Customer or a mandated auditor.

17.3 Duration and Termination:

- Processing by M&C shall continue for the term of this agreement unless otherwise agreed in writing. Upon termination, M&C shall provide the Customer with an extract of their data in a structured format (e.g., CSV, SQL dump) within 30 days before deletion.



APPENDIX A – DATA PROCESSING SCHEDULE

1. **Subject Matter and Duration**

- The subject matter of the processing is the provision of the SOTERweb software and related services.
- The duration of the processing is for the term of this contract or until termination, in accordance with clause 17.3.

2. **Nature and Purpose of Processing**

- Hosting and managing software
- Providing support and maintenance services
- Creating backups and disaster recovery
- Enabling functionality configured by the Customer
- Storing Customer data

3. **Types of Personal Data**

- Name, email address, phone number
- Job title and department
- Activity logs (e.g., inspection records, audit entries)
- Access credentials (limited to internal authentication and logs)
- Health Data (use of relevant modules by the Customer)

4. **Categories of Data Subjects** - where included by the Customer

- Customer employees
- Customer contractors
- Students
- Other third parties whose information is added by the Customer, e.g., regulators

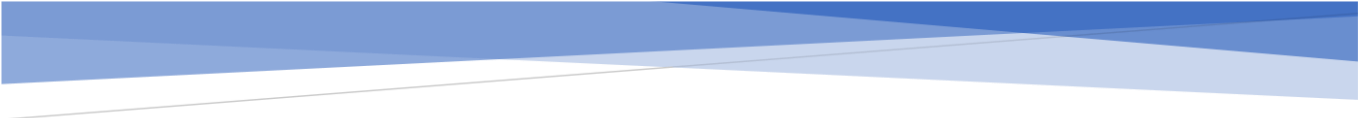
5. **Sub-processors** – all UK based

- Easyspace (hosting provider)
- T3 Network Solutions (virtual server management)
- NB Data (Power BI dashboard and reporting services)
- Equilibrium Security (penetration testing and cyber security auditing)
- AbilityNet (accessibility audits and support)

6. **Transfers to Third Countries**

- No data is transferred outside the UK unless explicitly instructed by the Customer in writing.

7. **Technical and Organisational Security Measures**

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- UK-based ISO 27001-certified data centres
 - Daily encrypted backups
 - Role-based access controls
 - Multi-factor authentication for system administrators
 - Regular vulnerability testing and patching
 - Cyber Essential PLUS accreditation