

Axessor by Paramount – Terms & Conditions

These Terms and Conditions (“Contract”) govern the provision of the hosted services by the Supplier to the Client. Where the services are provided under the G-Cloud framework, this Contract applies subject to the applicable G-Cloud framework agreement and Order Form.

1. DEFINITIONS

1.1 “Supplier” means Paramount Care Solutions Ltd., the supplier of the hosted services.

1.2 “Client” means the public sector body purchasing the hosted services under an applicable Order Form.

1.3 “Acceptable Use Policy” means Supplier’s acceptable use policy accessible via the Hosted Services or Supplier’s website, as updated from time to time.

1.4 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

1.5 “Authorised Users” means Client’s employees, contractors, and agents authorised to use the Hosted Services.

1.6 “Client Infrastructure” means Client’s IT, systems, and networks required to access the Services.

1.7 “Connectivity Infrastructure” means telecommunications and internet connections not provided by Supplier.

1.8 “Deliverables” means reports, outputs, and other deliverables provided as part of the Services.

1.9 “Order Form” includes, where applicable, a G-Cloud Call-Off Contract or equivalent ordering document.

1.10 “Effective Date” means the contract start date specified in the applicable Order Form.

1.11 “Fees” means charges set out in the Order Form, SOWs, or Schedules.

1.12 “Force Majeure Event” means an event beyond reasonable control including acts of God, fire, flood, earthquake, explosion, war, terrorism, riot, civil commotion, epidemic, pandemic, embargo, industrial dispute, utility failure, acts of government, or any event beyond a party’s reasonable control.

1.13 “Hosted Services” means Supplier’s cloud-based software platform, commercially known as *Axessor by Paramount*, enabling allocation, management, and tracking of Independent Social Work assessments, together with all associated updates, functionality, support, and documentation provided under this Contract.

1.14 “ISW” means an Independent Social Worker registered on the Hosted Services.

1.15 “Assessment Call-Off” means a contract generated via the Hosted Services between Client and an Independent Social Worker (ISW) in accordance with DPS rules.

1.16 “Minimum Term” means the initial contract period stated in the Order Form.

1.17 “SOW” means a statement of work executed for additional consultancy or implementation services.

1.18 “Supplier Content” means templates, materials, and other content provided by Supplier.

1.19 “User Data” means all data inputted by Client or its Authorised Users, including case data, assessments, and reports.

2. HOSTED SERVICES

2.1 Provision. Supplier shall provide the Hosted Services to Client in accordance with this Contract and the SLA, commencing on the Effective Date or Target Go-Live Date specified in the Order Form.

2.2 Licence. Subject to payment of the Fees and compliance with this Contract, Supplier grants Client a non-exclusive, non-transferable, revocable licence for the Term to permit Authorised Users to access and use the Hosted Services and Supplier Content solely for Client’s internal business purposes.

2.3 Restrictions. Client shall not, and shall procure that Authorised Users do not: (a) sub-licence, rent, lease, or sell access to the Hosted Services; (b) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any part of the Hosted Services except as permitted by law; (c) use the Hosted Services to develop a competing product or service; (d) engage in data mining, scraping, or other unauthorised automated access; or (e) permit any unauthorised third party to access the Hosted Services.

2.4 Availability. Supplier shall use reasonable endeavours to ensure the Hosted Services are available in accordance with the SLA. Supplier may suspend access to perform maintenance, upgrades, or emergency work, provided it uses reasonable endeavours to minimise disruption.

2.5 Compliance. Supplier shall ensure the Hosted Services are operated in compliance with applicable UK law, including safeguarding regulations, the Children Act 1989 & 2004, the Care Act 2014, and data protection legislation.

3. CLIENT RESPONSIBILITIES

3.1 Infrastructure. Client shall maintain at its own expense all Client Infrastructure and Connectivity Infrastructure necessary to access the Hosted Services.

3.2 User Management. Client shall ensure Authorised Users: (a) access the Hosted Services using unique credentials; (b) keep credentials secure and confidential; and (c) immediately cease use if no longer authorised. Client shall revoke access for departing staff without delay.

3.3 Data Warranties. Client warrants that all User Data: (a) is lawful, accurate, and not misleading; (b) does not infringe third-party rights; and (c) has been collected and processed in accordance with applicable law.

3.4 Indemnity. Client shall indemnify and hold harmless Supplier from and against any claims, damages, or costs arising from (a) Client’s breach of Clause 3.3; (b) unauthorised or unlawful use of the Hosted Services; or (c) acts or omissions of its Authorised Users, except to the extent that such claim arises from the Supplier’s breach of this Contract, negligence or wilful misconduct.

3.5 Security. Client shall ensure its systems are protected against viruses, malware, and unauthorised access that could affect the Hosted Services.

3.6 Circumvention. Client shall not bypass the Hosted Services to contract directly with ISWs introduced through the Hosted Services, except in accordance with a valid Assessment Call-Off or with Supplier’s written consent.

3.7 Compliance. Client shall comply with all applicable laws, including the Data Protection Act 2018, UK GDPR, Equality Act 2010, FOIA, safeguarding regulations, and procurement rules.

4. SERVICES

4.1 Scope. Supplier shall provide the Services set out in the Order Form and any applicable SOW, including provision of the Hosted Services, configuration, onboarding, training, maintenance, and support, subject to the terms of this Contract.

4.2 Performance. Supplier shall provide the Services with reasonable skill, care, and diligence in accordance with good industry practice and the SLA. Supplier does not warrant that the Services will be uninterrupted or error-free, but shall use reasonable endeavours to avoid disruption.

4.3 Subcontractors. Supplier may use Affiliates or subcontractors in the provision of the Services, provided that Supplier remains liable for their acts and omissions.

4.4 Client Cooperation. Client shall provide Supplier with all information, access, and cooperation reasonably required for the performance of the Services. Supplier shall not be liable for delay or non-performance where caused by Client’s failure to provide such cooperation.

Axessor by Paramount – Terms & Conditions

4.5 Time Not of the Essence. Unless expressly stated otherwise in writing, time for performance of the Services shall not be of the essence.

5. FEES AND PAYMENT

5.1 Fees. Client shall pay the Fees set out in the Order Form and any SOW, together with any applicable VAT, without deduction or set-off.

5.2 Invoicing. Supplier shall be entitled to issue invoices in advance of the Services. Fees for recurring Services shall be invoiced monthly in advance unless otherwise specified in the Order Form.

5.3 Payment Terms. Client shall pay all invoices within thirty (30) days of the invoice date, unless a shorter period is specified in the Order Form. Payment shall be made in Pounds Sterling by direct debit, BACS, or other agreed method.

5.4 Late Payment. If Client fails to pay undisputed sums by the due date, Supplier may **(a)** charge interest on overdue sums at a rate of 8% above the Bank of England base rate, accruing daily until payment is made in full; **(b)** charge statutory fixed recovery costs; and **(c)** suspend provision of the Hosted Services until payment is received.

5.5 Currency and Taxes. Fees are exclusive of VAT, which shall be payable at the prevailing rate. Client shall be responsible for any withholding or deduction required by law.

5.6 Fee Increases. Any changes to Fees shall apply only on renewal of the Order Form or where otherwise expressly agreed in writing between the parties.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Supplier Rights. All Intellectual Property Rights in the Hosted Services, Supplier Content, Deliverables, and all related materials are and shall remain the exclusive property of Supplier or its licensors. Except as expressly stated in this Contract, no rights are granted to Client, and all rights are expressly reserved.

6.2 Client Rights. All Intellectual Property Rights in Client Data and any materials supplied by Client remain the property of Client. Supplier shall only use such Client materials for the purpose of providing the Services.

6.3 Licence. Supplier grants Client a non-exclusive, non-transferable, revocable licence for the Term to access and use the Hosted Services and Supplier Content solely for Client's internal business purposes.

6.4 No Implied Rights. Except as expressly provided in this Contract, nothing shall be construed as granting any licence, assignment, or transfer of Intellectual Property Rights from one party to the other.

6.5 Residual Knowledge. Nothing in this Contract prevents Supplier from using general knowledge, skills, or experience gained in the performance of the Services, provided that this does not involve disclosure of Client Confidential Information.

7. TERM AND TERMINATION

7.1 Term. This Contract shall commence on the Effective Date and continue for the Minimum Term specified in the Order Form. Thereafter, it shall automatically renew for successive 12-month periods (each a "Renewal Term") unless either party provides not less than ninety (90) days' prior written notice of termination before the end of the then-current Term.

7.2 Termination for Cause. Either party may terminate this Contract immediately by written notice if the other party: **(a)** commits a material breach which is not remedied within thirty (30) days of written notice; **(b)** becomes insolvent, has a receiver or administrator appointed, or ceases to carry on business; **(c)** fails to pay any undisputed and validly invoiced sum within thirty (30) days of the due date, unless such sum is the subject of a bona fide dispute notified in writing prior to the due date; or **(d)** suffers a Force Majeure Event continuing for more than fourteen (14) consecutive days.

7.3 Termination for Convenience. Following expiry of the Minimum Term, Client may terminate this Contract for convenience on not less than ninety (90) days' written notice.

7.4 Consequences of Termination. On termination or expiry: **(a)** all rights and licences granted to Client under this Contract shall cease immediately; **(b)** Supplier shall make available to Client a copy of Client Data for a period of ninety (90) days in accordance with the DPA; **(c)** after the ninety (90) day period, Supplier may securely delete Client Data, subject to providing certification of deletion on request; and **(d)** termination shall not affect any rights, remedies, or liabilities accrued as at termination.

7.5 Survival. Clauses relating to confidentiality, data protection, intellectual property, liability, audit, and any provision which by its nature is intended to survive termination shall continue in full force and effect.

8. CONFIDENTIALITY

8.1 Obligations. Each party ("Receiving Party") shall keep confidential and not disclose any information of the other party ("Disclosing Party") that is marked or reasonably understood to be confidential ("Confidential Information").

8.2 Use. The Receiving Party shall only use Confidential Information for the purpose of performing or enforcing this Contract.

8.3 Permitted Disclosure. The Receiving Party may disclose Confidential Information: **(a)** to its Affiliates, officers, employees, contractors, and professional advisers ("Permitted Third Parties") who reasonably need to know and are bound by obligations no less strict; or **(b)** where required by law, court order, or regulator.

8.4 Liability. The Receiving Party shall remain liable for any breach of this Clause by Permitted Third Parties.

8.5 Exclusions. Confidential Information shall not include information that: **(a)** is or becomes public other than by breach; **(b)** was lawfully in the Receiving Party's possession prior to disclosure; or **(c)** is independently developed without use of the Confidential Information.

8.6 Survival. This Clause shall survive termination for a period of two (2) years.

9. DATA

9.1 Ownership. All User Data shall remain the property of Client. Supplier shall not acquire any rights in User Data except to the extent necessary to provide the Hosted Services.

9.2 Processing. Supplier shall process User Data only in accordance with this Contract, the DPA (Schedule 2), and Client's lawful instructions.

9.3 Client Warranties. Client warrants that all User Data is lawful, accurate, not defamatory, and that it has obtained all necessary rights, licences, and consents to allow lawful use by Supplier.

9.4 Indemnity. Client shall indemnify and hold harmless Supplier from and against all costs, claims, and liabilities arising out of any breach of Clause 9.3, except to the extent that such claim arises from the Supplier's breach of this Contract, negligence or wilful misconduct.

9.5 Regulatory Access. Supplier may disclose User Data to regulators or supervisory authorities (including Ofsted and the ICO) where legally required.

9.6 Analytics. Supplier may use anonymised and aggregated User Data ("Cleansed Data") for statistical analysis, service improvement, benchmarking, and reporting. Cleansed Data shall not identify Client, individuals, or ISWs.

9.7 Breach Notification. Supplier shall notify Client without undue delay and in any event within seventy-two (72) hours upon becoming aware of a Personal Data Breach.

10. AUDIT

10.1 Supplier Audit Rights. Supplier may audit Client's use of the Hosted Services to ensure compliance with licence parameters. Supplier may conduct such audit once per year or more frequently where misuse is suspected.

Axessor by Paramount – Terms & Conditions

10.2 Client Obligations. Client shall cooperate with any audit, provide access to relevant records, systems, and personnel, and ensure Authorised Users comply with Supplier's reasonable instructions.

10.3 Consequences of Audit. If an audit reveals unlicensed use: **(a)** Supplier may invoice Client for such use at the applicable Fees under the relevant Order Form; **(b)** adjust future Fees accordingly; and **(c)** treat the breach as a material breach under Clause 7.2.

10.4 Client Audit Rights. Client may audit Supplier's compliance with the DPA and safeguarding obligations once per year upon reasonable notice, subject to Supplier's confidentiality and security requirements.

11. LIABILITY

11.1 Unlimited Liability. Nothing in this Contract shall exclude or limit either party's liability for: **(a)** death or personal injury caused by its negligence; **(b)** fraud or fraudulent misrepresentation; **(c)** breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982; **(d)** breach of section 12 of the Sale of Goods Act 1979; or **(e)** any other liability which cannot lawfully be excluded or limited under English law.

11.2 Cap on Liability. Subject to Clause 11.1, each party's total aggregate liability to the other in respect of all claims, losses, damages, liabilities, costs, and expenses (whether in contract, tort, negligence, breach of statutory duty, or otherwise) arising out of or in connection with this Contract in any Contract Year shall not exceed one hundred and fifty percent (150%) of the Fees paid or payable by Client under this Contract in that Contract Year.

11.3 Exclusion of Certain Losses. Subject to Clause 11.1, neither party shall be liable to the other for: **(a)** loss of profits; **(b)** loss of anticipated savings; **(c)** loss of business opportunity; **(d)** loss of goodwill or reputation; **(e)** loss or corruption of data; or **(f)** any special, indirect, or consequential loss or damage, in each case however arising and whether foreseeable or not.

11.4 Insurance. Each party shall, for the Term of this Contract, maintain appropriate insurance policies with a reputable insurer to cover its liabilities under this Contract, including (without limitation) public liability and professional indemnity insurance. Supplier shall provide evidence of such insurance to Client upon reasonable request.

11.5 Exclusions of Responsibility. Supplier shall not be liable for any failure, delay, or defect in the Hosted Services to the extent arising from: **(a)** use of the Hosted Services by Client or its Authorised Users in a manner contrary to the Documentation, this Contract, or Supplier's instructions; **(b)** modification or alteration of the Hosted Services by any party other than Supplier or its authorised subcontractors; **(c)** any fault or failure of Client Infrastructure or Connectivity Infrastructure; or **(d)** acts or omissions of ISWs, except to the extent caused by Supplier's breach of this Contract.

11.6 Allocation of Risk. The parties agree that the limitations and exclusions of liability in this Clause are reasonable and proportionate, having regard to the commercial value of this Contract and the allocation of risk between the parties.

12. FORCE MAJEURE

12.1 Relief from Liability. Neither party shall be liable for any failure or delay in performing its obligations under this Contract to the extent such failure or delay is caused by a Force Majeure Event.

12.2 Notification. The affected party shall: **(a)** promptly notify the other party in writing of the occurrence of the Force Majeure Event, its expected duration, and the obligations affected; **(b)** use reasonable endeavours to mitigate the effect of the Force Majeure Event; and **(c)** resume performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.

12.3 Termination Right. If the Force Majeure Event continues for a period of more than fourteen (14) consecutive days, the unaffected party may terminate this Contract on thirty (30) days' written notice.

12.4 Refund. On termination under this Clause, Supplier shall refund to Client a pro rata portion of any prepaid Fees for Services not delivered.

12.5 Exclusions. For the avoidance of doubt, lack of funds or financial hardship shall not constitute a Force Majeure Event.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment by Supplier. Supplier may assign, novate, or otherwise transfer its rights and obligations under this Contract to **(a)** an Affiliate, or **(b)** a successor entity in the event of merger, acquisition, or corporate reorganisation, provided that such assignee assumes all obligations under this Contract. Supplier shall notify Client in writing of any such assignment.

13.2 Subcontracting. Supplier may subcontract performance of any part of the Services. Supplier shall remain responsible for the acts and omissions of its subcontractors as if they were its own.

13.3 Assignment by Client. Client shall not assign, novate, or transfer its rights or obligations under this Contract, in whole or in part, without Supplier's prior written consent, such consent not to be unreasonably withheld.

13.4 Binding Effect. Subject to this Clause, this Contract shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

14. CHANGES

14.1 Service Changes. Supplier may modify the Hosted Services from time to time, including updates, enhancements, or replacements, provided such changes do not materially reduce functionality.

14.2 Legal Changes. Supplier may make changes to the Hosted Services or this Contract where necessary to comply with law, regulation, or regulatory guidance, by providing written notice.

14.3 Contract Changes. Supplier may propose other material changes to this Contract on not less than thirty (30) days' written notice. If Client objects, the parties shall discuss in good faith. If no agreement is reached, Client may terminate the affected Services on thirty (30) days' notice.

14.4 Minor Changes. Minor updates, bug fixes, or service improvements that do not adversely affect functionality may be made without notice.

14.5 Variation Form. Any agreed change shall be documented in writing signed by both parties or through a contract variation form.

15. NON-SOLICITATION

15.1 Supplier Staff. For the duration of this Contract and for a period of twelve (12) months following its termination or expiry, Client shall not, without the prior written consent of Supplier, solicit, induce, employ, or engage (whether directly or indirectly, as an employee, consultant, contractor, or otherwise) any employee of Supplier who has been materially involved in the performance of the Services.

15.2 Remedy – Staff. In the event of any breach of Clause 15.1, Client shall pay to Supplier a sum equal to twelve (12) months' gross salary of the relevant individual (calculated as at the date of termination of their employment with Supplier), which the parties agree is a genuine pre-estimate of Supplier's loss arising from such breach.

15.3 Independent Social Workers (ISWs). Client acknowledges that Supplier invests significant resources in identifying, vetting, onboarding, and maintaining its network of ISWs. Accordingly, for the duration of this Contract and for a period of twelve (12) months following its termination or expiry, Client shall not, without Supplier's prior written consent, contract with, engage, or otherwise utilise the services of any ISW introduced to Client via the Hosted Services, except through the Hosted Services in accordance with a valid Assessment Call-Off.

15.4 Remedy – ISWs. In the event of any breach of Clause 15.3, Client shall pay to Supplier a sum of five thousand pounds (£5,000) in respect of each ISW engaged off-platform during the restricted period, which the parties agree is a genuine pre-estimate of Supplier's administrative, compliance, and opportunity costs in maintaining the ISW network.

15.5 Fairness. Nothing in this Clause 15 shall prevent Client from: **(a)** engaging an ISW who was already under contract with Client prior to their

Axessor by Paramount – Terms & Conditions

introduction via the Hosted Services; or **(b)** engaging an ISW who applies unsolicited in response to a bona fide public recruitment campaign or advertisement not connected with the Hosted Services.

15.6 Reasonableness. The parties acknowledge and agree that the restrictions in this Clause 15 are reasonable and proportionate having regard to the nature of the Services, the investment made by Supplier in its staff and ISW network, and the need to protect Supplier's legitimate business interests. Nothing in this Clause 15 shall prevent the Client from complying with its statutory duties, procurement obligations, or applicable public sector framework rules.

16. DISPUTES

16.1 Internal Escalation. If any dispute arises under or in connection with this Contract, the parties shall first attempt in good faith to resolve it through discussions between senior representatives with authority to settle the matter.

16.2 Mediation. If the dispute is not resolved within forty (40) days of first notification, either party may refer the matter to mediation administered by the Centre for Effective Dispute Resolution (CEDR) in London, in accordance with CEDR's Mediation Rules then in force. The parties shall participate in good faith.

16.3 Court Proceedings. If the dispute is not resolved through mediation within sixty (60) days of referral, either party may commence proceedings in the High Court of England and Wales. Nothing in this Clause shall prevent either party from seeking injunctive or equitable relief at any time where necessary to protect its rights.

16.4 Continued Performance. Each party shall continue performing its obligations under this Contract during any dispute resolution process, unless the Contract has been validly terminated.

17. GENERAL PROVISIONS

17.1 Entire Agreement. This Contract, comprising these Terms and Conditions, the Order Form, and the Schedules, constitutes the entire agreement between the parties and supersedes all prior proposals, negotiations, arrangements, and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that it has not relied on any statement, representation, or warranty not expressly set out in this Contract.

17.2 Interpretation. In this Contract: **(a)** references to Clauses, Schedules, and paragraphs are to those of this Contract unless otherwise stated; **(b)** headings are for convenience only and do not affect interpretation; **(c)** the words "including" and "in particular" shall not limit the generality of the preceding words; **(d)** references to legislation include re-enactments, amendments, and subordinate legislation; and **(e)** a reference to one gender includes all genders and a reference to the singular includes the plural and vice versa.

17.3 Order of Precedence. In the event of conflict, the following order of precedence shall apply: **(a)** these Terms and Conditions; **(b)** the Schedules; **(c)** the Order Form; and **(d)** any Statement of Work. Where this Contract is used under the G-Cloud framework, the applicable G-Cloud framework agreement and the Order Form shall take precedence over this Contract in the event of any conflict.

17.4 Publicity. Neither party shall issue any press release, public announcement, or use the name, trade marks, or logos of the other party (including the name of Client as a case study) without prior written consent, except where disclosure is required by law.

17.5 Relationship of Parties. Nothing in this Contract creates a partnership, joint venture, employment, or agency relationship between the parties. Neither party has authority to bind or represent the other in any way.

17.6 Further Assurance. Each party shall, at its own cost, promptly execute and deliver such documents and perform such acts as may be reasonably required to give full effect to this Contract.

17.7 Counterparts. This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate

original, but all counterparts together shall constitute the same agreement. Execution and delivery by electronic signature or scanned copy shall be valid and binding.

17.8 Injunctive Relief. Nothing in this Contract shall prevent either party from seeking injunctive or equitable relief at any time in relation to any actual or threatened breach of obligations relating to confidentiality, intellectual property rights, data protection, or non-solicitation.

17.9 Survival. Clauses relating to confidentiality, data protection, intellectual property, audit, liability, and any other provision which by its nature is intended to survive termination shall continue in full force and effect notwithstanding termination or expiry of this Contract.

17.10 No Waiver. A failure or delay by either party to exercise any right or remedy under this Contract shall not constitute a waiver of that or any other right or remedy.

17.11 Severance. If any provision of this Contract is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

17.12 Third Party Rights. Except as expressly provided in this Contract, no person who is not a party shall have rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

17.13 Anti-Bribery. Each party warrants that it has not and will not commit an offence under the Bribery Act 2010 in relation to this Contract, and that it has adequate procedures in place to prevent bribery and corruption.

17.14 Anti-Slavery. In performing obligations under this Contract, each party shall comply with the Modern Slavery Act 2015 and warrants that neither it nor its officers, employees, or subcontractors have been convicted of any offence involving slavery or human trafficking.

17.15 Governing Law and Jurisdiction. This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – SERVICE LEVEL AGREEMENT (SLA)

1. Availability

1.1 Supplier shall use reasonable endeavours to make the Hosted Services available 99.5% of the time each calendar month, excluding Permitted Downtime.

1.2 Permitted Downtime means: **(a)** scheduled maintenance carried out outside Business Hours with at least forty-eight (48) hours' notice; **(b)** emergency maintenance required to address critical issues, with as much notice as practicable; **(c)** downtime caused by a Force Majeure Event; and **(d)** downtime attributable to Client Infrastructure, Connectivity Infrastructure, or acts/omissions of Client or its Authorised Users.

2. Incident Management

2.1 Supplier shall classify incidents into the following categories:

- **Priority 0 (Critical Outage):** Hosted Services unavailable for all users. Response within 1 hour; resolution within 8 hours.
- **Priority 1 (High):** Major functionality unavailable, no workaround. Response within 1.5 hours; resolution within 16 hours.
- **Priority 2 (Medium):** Functionality impaired, workaround available. Response within 2 hours; resolution within 40 hours.
- **Priority 3 (Low):** Non-critical issue, workaround available. Response within 4 hours; resolution within 80 hours.
- **Priority 4 (Minor):** Cosmetic issue or enhancement request. Logged for future release.

Axessor by Paramount – Terms & Conditions

2.2 Supplier shall provide status updates at reasonable intervals until resolution.

3. Support

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

3.2 Support Channels: email and online ticketing.

3.3 Outside Support Hours: incidents may be reported and will be logged for response at the start of the next Support Hours unless categorised Priority 0.

4. Remedies

4.1 Where service credits are offered, they apply only where expressly agreed in an Order Form. No automatic service credits apply unless stated in the Order Form.

4.2 Service Credits shall be applied to the next invoice. Service Credits are Client's sole and exclusive remedy for breach of this SLA.

5. Exclusions

Supplier shall have no liability for SLA failures to the extent caused by: **(a)** misuse of the Hosted Services by Client or its Authorised Users; **(b)** modifications made by Client or third parties not authorised by Supplier; **(c)** any failure of Client Infrastructure or Connectivity Infrastructure; or **(d)** acts or omissions of ISWs outside the Hosted Services.

SCHEDULE 2 – DATA PROCESSING AGREEMENT (DPA)

1. Roles

1.1 For the purposes of UK GDPR and the Data Protection Act 2018:

(a) Client is the **Controller**;

(b) Supplier is the **Processor**.

2. Scope of Processing

2.1 Supplier shall process Personal Data only as necessary to provide the Hosted Services, support, and related Deliverables, and strictly in accordance with Client's documented instructions.

2.2 Supplier shall not process Personal Data for its own purposes or for any third party's purposes.

3. Security

3.1 Supplier shall implement and maintain appropriate technical and organisational measures to protect Personal Data, including: **(a)** encryption at rest and in transit; **(b)** role-based access controls and least-privilege access; **(c)** secure authentication and password policies; **(d)** network monitoring, firewalls, and intrusion detection; **(e)** vulnerability management and regular penetration testing; and **(f)** secure deletion and disposal processes.

4. Subprocessing

4.1 Supplier shall not engage any subprocessor without Client's prior written consent.

4.2 Supplier shall remain fully liable for the acts and omissions of subprocessors.

4.3 Supplier shall maintain an up-to-date list of subprocessors and make it available to Client on request.

5. International Transfers

Supplier shall not transfer Personal Data outside the UK without ensuring appropriate safeguards under Chapter V of UK GDPR (such as adequacy regulations or Standard Contractual Clauses).

6. Data Subject Rights

6.1 Supplier shall assist Client to respond to requests from Data Subjects exercising their rights under UK GDPR, including access, rectification, erasure, restriction, portability, and objection.

6.2 Supplier shall promptly notify Client of any such request it receives directly.

7. Breach Notification

7.1 Supplier shall notify Client without undue delay, and in any event within seventy-two (72) hours, of becoming aware of a Personal Data Breach.

7.2 Notification shall include: (a) nature of the breach; (b) categories and approximate number of Data Subjects concerned; (c) likely consequences; and (d) measures taken or proposed to mitigate the breach.

8. Audit Rights

8.1 Client may, no more than once per calendar year, audit Supplier's compliance with this Schedule upon not less than 30 days' written notice during Business Hours, provided such audit does not unreasonably disrupt Supplier's operations.

8.2 Supplier shall cooperate with such audits and provide reasonable access to records and personnel.

9. Retention & Deletion

9.1 Supplier shall retain Personal Data only for as long as necessary to provide the Hosted Services.

9.2 On termination or expiry of this Contract, Supplier shall (at Client's option) return or securely delete all Personal Data, unless retention is required by law.

9.3 Supplier shall provide written certification of secure deletion if requested by Client.

10. Liability

Supplier's liability under this DPA is subject to the limitations set out in Clause 11 of the Contract, except that nothing shall limit liability for breach of UK GDPR or any liability that cannot be limited under law.

SCHEDULE 3 – CONFIDENTIALITY & DATA PROTECTION

1. Scope

1.1 This Schedule supplements Clause 8 (Confidentiality) and applies specifically to Confidential Information and User Data disclosed or processed in connection with the Services.

2. Obligations of Supplier and ISWs

2.1 The Supplier shall ensure that its employees, agents, subcontractors, and Independent Social Workers (ISWs), where acting on the Supplier's behalf in connection with the Hosted Services, shall:

(a) sign confidentiality undertakings no less strict than those in this Contract; **(b)** use Confidential Information solely for the purposes of delivering the Services; and **(c)** comply with Supplier's internal data protection and security policies.

3. Disclosure Restrictions

3.1 Confidential Information shall not be disclosed except: **(a)** to Permitted Third Parties with a genuine need to know, subject to confidentiality obligations; **(b)** where required by law, court order, or regulatory authority (including Ofsted, ICO, or other statutory bodies); or **(c)** with the prior written consent of the Disclosing Party.

4. Data Handling

4.1 All Confidential Information and User Data shall be transferred using secure, encrypted channels.

4.2 Hard copy information shall be stored securely and destroyed by cross-cut shredding or secure destruction services.

Axessor by Paramount – Terms & Conditions

4.3 Electronic data shall be deleted using industry-standard secure deletion software.

5. Breach Reporting

5.1 Any breach of confidentiality by Supplier personnel or ISWs shall be reported to Client within twenty-four (24) hours, with details of remedial actions.

6. Survival

6.1 The obligations in this Schedule shall survive termination or expiry of this Contract for two (2) years or as long as Confidential Information remains confidential, whichever is longer.