

UDX DATA EXCHANGE PLATFORM

Service Terms and Conditions

G-Cloud 15 Framework Agreement

Effective Date: 30 January 2026

Provider: Ultra Dynamix Ltd

Registered in England and Wales | Company No. 14940592

These Service Terms and Conditions (the "Terms") govern the provision of the UDX Data Exchange Platform, a schema-driven, policy-controlled data exchange service (the "Service"), provided by Ultra Dynamix Ltd ("UDX", "we", "us", or "our") to government organisations and regulated sector entities ("Customer", "you", or "your") under the Crown Commercial Service G-Cloud 15 framework agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires, the following terms shall have the meanings set out below:

- **"Authorised Users"** means those employees, agents, and independent contractors of the Customer who are authorised by the Customer to access and use the Service and the Documentation;
- **"Call-Off Contract"** means the contract formed between UDX and the Customer for the supply of the Service under the Framework Agreement;
- **"Consumer"** means an entity that receives data through the Platform from one or more Data Providers;
- **"Customer Data"** means all data, information, and materials provided by or on behalf of the Customer, or generated by the Customer through use of the Service;
- **"Data Exchange"** means the transfer of data from Data Providers to Consumers through the Platform;
- **"Data Provider"** means an entity that submits data to the Platform for distribution to one or more Consumers;
- **"Data Protection Legislation"** means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and all applicable laws and regulations relating to the processing of personal data and privacy;

- **"Dataset"** means a collection of related data fields defined by a Schema and managed through the Platform;
- **"Documentation"** means the user manuals, training materials, and other documentation relating to the Service made available by UDX;
- **"Field-Level Governance"** means the capability to apply access controls, policies, and metadata tags to individual data fields within a Dataset;
- **"Framework Agreement"** means the Crown Commercial Service G-Cloud 15 framework agreement RM1557.15;
- **"Microsoft Platform"** means Microsoft Dynamics 365, Microsoft Dataverse, Microsoft Azure, and related Microsoft cloud services;
- **"Normal Business Hours"** means 9:00 am to 5:30 pm UK time on Business Days;
- **"Platform"** means the UDX Data Exchange Platform software-as-a-service solution;
- **"Policy"** means a rule or set of rules that govern field visibility, data access, consent requirements, or other governance aspects of Data Exchanges;
- **"Schema"** means a structured definition of data fields, their types, validation rules, metadata tags, and relationships;
- **"Service Level Agreement" or "SLA"** means the service levels set out in Schedule 1 to these Terms;
- **"Subscription Fees"** means the fees payable by the Customer for access to and use of the Service as set out in the G-Cloud 15 Digital Marketplace;
- **"Support Services"** means the technical support services provided by UDX as described in these Terms and the Documentation.

1.2 Interpretation

- References to "writing" or "written" include email;
- Headings are for convenience only and shall not affect interpretation;
- References to a "person" include any individual, company, partnership, or other legal entity;
- References to legislation include any amendment, re-enactment, or replacement thereof.

2. SERVICE PROVISION

2.1 Service Description

The UDX Data Exchange Platform is a schema-driven, policy-controlled data exchange service that enables organisations to:

- Define and publish data Schemas with field-level metadata and governance rules;
- Submit data once and distribute to multiple Consumers automatically;
- Apply field-level access controls and policies to govern data visibility per Consumer;
- Track consent, legal basis, and data classification at the individual field level;

- Generate audit trails of all data exchanges for compliance and Freedom of Information purposes;
- Ingest data through web forms, Excel templates, or REST APIs;
- Implement multi-layer governance with global, sector, and partner-specific policies;
- Manage schema versioning and evolution without forced simultaneous upgrades.

2.2 Service Delivery Model

The Service is delivered as a software-as-a-service solution deployed within the Customer's Microsoft Azure tenant. This deployment model ensures data sovereignty and allows the Service to inherit the Customer's existing security controls, identity management, and compliance frameworks. The Service operates on a shared responsibility model whereby:

- UDX is responsible for the application software, schema engine, policy framework, and platform features;
- Microsoft is responsible for the underlying cloud infrastructure, Azure services, and physical security;
- The Customer is responsible for Azure tenant configuration, user access management, data governance policies, and appropriate use of the Service.

2.3 Deployment and Implementation

UDX will deploy the Service within the Customer's Azure tenant following a structured implementation approach consisting of:

- Discovery phase: Requirements gathering, use case definition, stakeholder engagement (1-2 weeks);
- Pilot deployment: Initial schema definition, policy configuration, user training, limited production use (2-4 weeks);
- Production rollout: Full deployment, additional schema creation, integration with existing systems, ongoing support.

The Customer shall provide reasonable cooperation during implementation, including timely provision of requirements, access to necessary systems and personnel, and participation in testing and validation activities.

2.4 Microsoft Licensing Requirements

Use of the Service requires the Customer to hold appropriate Microsoft licences for the Microsoft Platform, including Microsoft Azure subscription capacity and Microsoft Dynamics 365 or Power Platform licences. The Customer is responsible for procuring and maintaining these licences directly with Microsoft or an authorised Microsoft reseller. UDX can provide guidance on appropriate licensing but is not responsible for the Customer's Microsoft licensing compliance.

3. CUSTOMER RESPONSIBILITIES

3.1 General Obligations

The Customer shall:

- Ensure all Authorised Users comply with these Terms and any applicable policies;
- Provide accurate and complete information required for Service provision and implementation;
- Maintain the security and confidentiality of account credentials and authentication methods;
- Notify UDX immediately of any unauthorised access to or use of the Service;
- Ensure appropriate Microsoft licences and Azure capacity are in place;
- Comply with all applicable laws and regulations in connection with use of the Service;
- Establish and maintain appropriate data governance policies for Data Exchanges;
- Ensure Data Providers have legal authority to submit data and Consumers have legal authority to receive data;
- Cooperate with UDX in connection with the performance of the Service.

3.2 Data Governance and Legal Compliance

The Customer is responsible for establishing and enforcing appropriate Policies governing Data Exchanges through the Platform. This includes defining: (a) which fields may be shared with which Consumers; (b) consent requirements and legal basis for processing; (c) data classification and sensitivity levels; (d) retention and deletion requirements; and (e) audit and compliance requirements. The Customer warrants that all Data Exchanges comply with applicable laws, including Data Protection Legislation, sector-specific regulations, and contractual obligations.

3.3 Data Quality and Accuracy

Where the Customer acts as a Data Provider, the Customer is responsible for the accuracy, quality, completeness, and legality of submitted data. The Customer shall implement appropriate validation and quality control procedures prior to data submission. UDX provides schema-based validation but is not responsible for verifying the factual accuracy or legal compliance of submitted data.

3.4 Azure Tenant Management

The Customer is responsible for maintaining their Azure tenant, including: (a) ensuring adequate capacity and performance; (b) maintaining appropriate backup and disaster recovery arrangements; (c) managing identity and access controls; (d) monitoring costs and resource utilisation; and (e) applying security patches and updates to tenant-level

services. UDX will provide guidance on recommended configurations but is not responsible for Azure tenant administration.

3.5 Acceptable Use

The Customer shall not, and shall ensure that Authorised Users do not:

- Attempt to gain unauthorised access to the Service, other tenants, or related systems;
- Reverse engineer, decompile, or disassemble the Service;
- Use the Service to transmit malware, viruses, or malicious code;
- Interfere with or disrupt the integrity or performance of the Service;
- Use the Service for any purpose that is fraudulent, defamatory, or otherwise unlawful;
- Remove or modify any proprietary notices from the Service or Documentation;
- Use the Service to facilitate data exchanges that violate Data Protection Legislation or other applicable laws.

4. SUPPLIER RESPONSIBILITIES

4.1 Service Delivery

UDX shall:

- Provide the Service in accordance with the description published in the G-Cloud 15 Digital Marketplace;
- Deploy and configure the Platform within the Customer's Azure tenant;
- Use commercially reasonable efforts to meet the availability targets specified in the SLA;
- Implement and maintain the schema engine, policy framework, and field-level governance capabilities;
- Provide Support Services during Normal Business Hours;
- Maintain up-to-date Documentation and make it available to the Customer;
- Provide training and guidance on Platform configuration and operation;
- Provide reasonable advance notice of planned maintenance that may affect Service availability.

4.2 Platform Features and Capabilities

UDX will maintain the following core capabilities of the Platform:

- Dynamic schema engine for defining and versioning data structures without code;
- Field-level tagging framework for metadata, classification, and governance attributes;
- Policy-based visibility controls with hierarchical rule evaluation;
- Multi-partner routing enabling single submission to serve multiple Consumers;

- Auto-generated web forms, Excel templates, and REST APIs based on Schemas;
- Compliance logging with tamper-evident audit trails;
- Excel template ingestion with embedded validation and bulk upload capability;
- No-code portal for business users to manage Schemas, Policies, and submissions;
- Version control for schema evolution and gradual rollout.

4.3 Service Updates and Enhancements

UDX may update the Service from time to time to add functionality, improve performance, address security issues, or comply with legal requirements. Material changes that significantly affect functionality will be communicated to the Customer in advance where reasonably practicable. UDX will use commercially reasonable efforts to maintain backward compatibility and provide migration paths for schema and policy changes.

4.4 Support and Training

UDX will provide initial training to Customer administrators during the implementation phase. Ongoing support is provided through the channels specified in clause 6. UDX will make training materials and Documentation available through the Platform and may offer additional training services at additional cost.

5. DATA PROTECTION AND SECURITY

5.1 Data Ownership and Processing Roles

The Platform facilitates Data Exchanges between Data Providers and Consumers. The data ownership and processing roles depend on the Customer's use of the Platform:

- Where the Customer acts as a Data Provider submitting data to the Platform, the Customer remains the data controller for that data;
- Where the Customer acts as a Consumer receiving data from the Platform, the Customer may be a data controller or data processor depending on their relationship with the Data Provider;
- Where the Customer operates the Platform as a data exchange intermediary, the Customer may be a data processor on behalf of Data Providers and/or Consumers;
- UDX acts as a data processor in relation to any personal data processed through the Platform, processing such data only on documented instructions from the Customer.

The parties' obligations as processor and controller are set out in Schedule 2 to these Terms.

5.2 Field-Level Data Protection

The Platform's field-level governance capabilities enable the Customer to implement Data Protection Legislation requirements at a granular level, including: (a) recording

consent and legal basis per field; (b) classifying fields by sensitivity and purpose; (c) restricting field visibility based on Consumer authorisation; (d) tracking field-level data subject rights; and (e) maintaining audit trails of field-level access decisions. The Customer is responsible for configuring appropriate Policies to ensure compliance with Data Protection Legislation.

5.3 Data Location and Residency

Data processed through the Platform is stored within the Customer's Azure tenant. The data location is determined by the Customer's Azure tenant configuration. The Customer is responsible for ensuring their Azure tenant is configured to meet their data residency requirements. UDX technical support personnel may require limited access to Customer data to diagnose and resolve technical issues, which will be subject to appropriate confidentiality and data protection safeguards.

5.4 Security Measures

The Platform implements the following security controls:

- Role-based access control (RBAC) integrated with Azure Active Directory;
- Data encryption in transit using TLS 1.2 or higher;
- Data encryption at rest inherited from the Customer's Azure tenant configuration;
- Comprehensive audit logging of user activities, policy evaluations, and data exchanges;
- Field-level access controls based on Policy evaluation;
- Schema-based validation to prevent submission of malformed or invalid data;
- API rate limiting and monitoring to prevent abuse;
- Regular security assessments and vulnerability scanning by UDX.

5.5 Security Incidents

UDX will notify the Customer without undue delay upon becoming aware of any Security Incident affecting the Platform. A "Security Incident" means any confirmed breach of security leading to unauthorised access to, or unauthorised modification of, Platform components or Customer Data. UDX will investigate Security Incidents and take reasonable steps to remediate the incident and prevent recurrence. The Customer acknowledges that security incidents affecting data within their Azure tenant are the Customer's responsibility to detect and respond to.

5.6 Backup and Recovery

The Customer is responsible for implementing appropriate backup and disaster recovery arrangements for their Azure tenant, including data stored in the Platform. UDX will provide guidance on recommended backup strategies but is not responsible for performing backups or data recovery. The Customer acknowledges that the Platform relies on Azure Dataverse and other Azure services for data persistence, and the Customer's backup strategy should account for these dependencies.

6. SUPPORT AND INCIDENT MANAGEMENT

6.1 Support Services

UDX provides Support Services during Normal Business Hours through the following channels:

- Email support: admin@ultradynamix.com
- Web portal: <https://www.ultradynamix.com>
- Telephone support for Priority 1 incidents

Support Services include assistance with:

- Platform functionality questions and troubleshooting;
- Schema definition and policy configuration guidance;
- Data ingestion and API integration support;
- Documentation clarification;
- Incident resolution and diagnosis.

Support Services do not include: (a) Azure tenant administration; (b) custom software development; (c) data quality validation; (d) legal or compliance advice; or (e) training beyond initial implementation training.

6.2 Incident Classification and Response

Incidents are categorised by severity level. Response times are measured from the time UDX acknowledges receipt of the incident report:

Priority	Description	Initial Response	Resolution Target
P1 - Critical	Platform unavailable or data loss affecting all users	1 hour	4 hours
P2 - High	Major functionality impaired or affecting multiple users	4 hours	2 Business Days
P3 - Medium	Minor functionality issue or affecting individual users	1 Business Day	5 Business Days
P4 - Low	General inquiries, feature requests, or cosmetic issues	2 Business Days	Best effort

6.3 Escalation

If the Customer is not satisfied with the progress or resolution of an incident, they may escalate to: Technical Escalation: technical-escalation@ultradynamix.com; Management Escalation: service-manager@ultradynamix.com; Executive Escalation: executive-escalation@ultradynamix.com. Each escalation level will acknowledge the escalation within 2 hours during Normal Business Hours.

6.4 Customer Responsibilities for Incident Management

The Customer shall: (a) provide complete and accurate information when reporting incidents; (b) designate appropriate personnel to work with UDX on incident resolution; (c) provide reasonable access to systems and environments necessary for diagnosis; and (d) implement workarounds or temporary solutions recommended by UDX where appropriate.

7. INTELLECTUAL PROPERTY

7.1 Platform Intellectual Property

All intellectual property rights in the Platform, Documentation, and any modifications, enhancements, or derivatives thereof (excluding Customer Data and Schemas) are and shall remain the sole and exclusive property of UDX or its licensors. These Terms grant the Customer a non-exclusive, non-transferable right to use the Platform solely for the purposes set out in these Terms. The Customer shall not copy, modify, adapt, reverse engineer, decompile, or disassemble the Platform or Documentation.

7.2 Customer Intellectual Property

As between the parties, the Customer retains all right, title, and interest in and to: (a) Customer Data; (b) Schemas and Policies created by the Customer; (c) data classification frameworks and governance models; and (d) any configurations or customisations made by the Customer. The Customer grants UDX a non-exclusive, royalty-free licence to use such intellectual property solely to the extent necessary to provide the Service.

7.3 Shared Learning and Platform Improvement

UDX may use aggregated, anonymised data derived from Platform usage (including schema patterns, policy structures, and usage statistics) for service improvement, benchmarking, and product development purposes, provided that such data does not identify the Customer or any individual. If the Customer develops schema templates, policy frameworks, or other reusable components that may benefit other Platform users, the Customer may choose to contribute these to UDX for potential inclusion in platform templates or best practice guidance.

7.4 Feedback

If the Customer provides UDX with suggestions, comments, or feedback regarding the Platform ("Feedback"), UDX may freely use such Feedback without obligation to the Customer. The Customer hereby irrevocably assigns to UDX all right, title, and interest in any Feedback.

8. CHARGES AND PAYMENT

8.1 Subscription Fees

The Customer shall pay UDX the Subscription Fees for access to and use of the Platform. Subscription Fees are based on the subscription tier selected (Foundation, Professional, or Enterprise) as published in the G-Cloud 15 Digital Marketplace. Each tier includes a specified number of Datasets and unlimited submissions. All prices are stated exclusive of Value Added Tax (VAT) unless otherwise indicated. VAT will be added to invoices at the prevailing rate where applicable.

8.2 Subscription Tiers

The subscription tiers are:

- Foundation (£1,495 per month): Up to 5 Datasets
- Professional (£2,995 per month): Up to 15 Datasets
- Enterprise (£4,995 per month): Unlimited Datasets

All tiers include unlimited submissions, field tagging, conditional exchange rules, role-based access control, audit trails, FOI exports, Excel templates, REST APIs, and standard support during Normal Business Hours.

8.3 Invoicing and Payment Terms

UDX will invoice the Customer in advance on a monthly basis, with payment due within 30 days of the invoice date. Payment shall be made by bank transfer or such other method as agreed between the parties. If the Customer fails to make payment by the due date, UDX may charge interest on overdue amounts at the rate of 4% per annum above the Bank of England base rate from time to time, accruing daily until payment is received.

8.4 Changes to Subscription Tier

The Customer may upgrade to a higher subscription tier at any time by providing written notice to UDX. The upgrade will take effect from the start of the next monthly billing period and the Customer will be charged the higher tier rate from that date. Downgrades to a lower tier require 30 days' written notice and will take effect from the start of the following monthly billing period. The Customer must ensure the number of active Datasets does not exceed the limit for the new tier before the downgrade takes effect.

8.5 Fee Increases

UDX may increase Subscription Fees on an annual basis upon providing the Customer with at least 90 days' written notice. Fee increases will not exceed the greater of: (a) 5% of the then-current Subscription Fees; or (b) the percentage increase in the UK Consumer Prices Index over the 12-month period preceding the notice. Annual billing customers receive a 10% discount on the published monthly rates.

8.6 Implementation and Additional Services

The initial implementation service (Discovery and Pilot phases) is included in the first three months of Subscription Fees. Additional services such as extended training, custom development, or specialist consultancy may be provided at additional cost as agreed between the parties.

9. TERM AND TERMINATION

9.1 Initial Term and Renewal

The Service will commence on the date specified in the Call-Off Contract and will continue for the initial term specified therein (typically 12 months). Unless either party gives written notice of non-renewal at least 60 days before the end of the then-current term, the Service will automatically renew for successive periods of 12 months on the same terms (except for any agreed fee increases).

9.2 Termination for Convenience

Either party may terminate the Service for convenience by providing the other party with at least 90 days' written notice. Termination shall be without prejudice to any rights or obligations that have accrued prior to termination. The Customer shall pay all Subscription Fees due up to and including the effective date of termination.

9.3 Termination for Breach

Either party may terminate the Call-Off Contract immediately by written notice if: (a) the other party commits a material breach of these Terms and, where the breach is capable of remedy, fails to remedy such breach within 30 days of receiving written notice requiring it to do so; (b) the other party becomes insolvent, enters administration, or is subject to similar insolvency proceedings; or (c) the other party ceases to carry on business.

9.4 Effect of Termination

Upon termination or expiry of the Call-Off Contract:

- All rights granted to the Customer under these Terms shall immediately cease;
- The Customer shall immediately cease using the Platform (subject to clause 9.5);

- The Customer may export all Schemas, Policies, and Customer Data from the Platform for a period of 30 days;
- The Customer shall pay all outstanding Subscription Fees and charges;
- UDX will remove the Platform application from the Customer's Azure tenant (unless otherwise agreed).

9.5 Data Retrieval and Platform Removal

Following termination, the Customer has 30 days to export all Schemas, Policies, Customer Data, and audit logs from the Platform. The Platform provides export functionality for all customer-created content in standard formats (JSON for Schemas and Policies, CSV/Excel for data, and CSV for audit logs). After the 30-day retrieval period, UDX will remove the Platform application components from the Customer's Azure tenant. The Customer acknowledges that data stored in Azure Dataverse within their tenant will remain in their tenant and is the Customer's responsibility to manage or delete. The Customer is responsible for exporting all required data prior to Platform removal and acknowledges that UDX will have no liability for inaccessible data after the 30-day retrieval period.

10. LIABILITY

10.1 Unlimited Liability

Nothing in these Terms shall limit or exclude either party's liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Breach of obligations under Data Protection Legislation;
- Any other liability that cannot be lawfully limited or excluded.

10.2 Limited Liability

Subject to clause 10.1, UDX's total aggregate liability to the Customer arising out of or in connection with the Call-Off Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed an amount equal to the Subscription Fees paid by the Customer in the 12 months immediately preceding the event giving rise to the claim.

10.3 Exclusion of Consequential Loss

Subject to clause 10.1, neither party shall be liable to the other for:

- Loss of profits, revenue, or business;
- Loss of goodwill or reputation;
- Loss of data (subject to clause 10.4);
- Loss of anticipated savings;

- Any indirect or consequential loss.

10.4 Data Loss and Azure Tenant Incidents

UDX's liability for loss of or damage to Customer Data is limited to using commercially reasonable efforts to assist the Customer in recovering such data from Azure Dataverse or the Customer's own backups. The Customer acknowledges that data persistence is provided by the Microsoft Platform within the Customer's Azure tenant and that UDX has no independent backup of Customer Data. The Customer is responsible for implementing appropriate backup and disaster recovery arrangements for their Azure tenant. UDX shall have no liability for data loss resulting from Azure service failures, the Customer's Azure tenant configuration, or the Customer's failure to maintain appropriate backups.

10.5 Third-Party Dependencies

The Customer acknowledges that the Platform depends on the Microsoft Platform, Azure services, and internet connectivity, over which UDX has no control. UDX shall have no liability for Service unavailability or performance issues caused by failures or performance degradation of such third-party services, provided that UDX uses commercially reasonable efforts to select reliable third-party services and to mitigate the impact of third-party failures where practicable.

11. WARRANTIES AND DISCLAIMERS

11.1 UDX Warranties

UDX warrants that: (a) it has the right to provide the Platform and grant the rights contemplated by these Terms; (b) the Platform will be provided with reasonable skill and care; (c) the Platform will materially conform to the description published in the G-Cloud 15 Digital Marketplace; and (d) it will comply with all applicable laws in performing its obligations under these Terms.

11.2 Customer Warranties

The Customer warrants that: (a) it has the legal right and authority to enter into these Terms and to use the Platform; (b) it has obtained all necessary consents and authorisations for Data Exchanges conducted through the Platform; (c) Customer Data and Schemas do not infringe the rights of any third party; (d) Policies configured by the Customer comply with applicable laws; and (e) Data Providers submitting data to the Platform have legal authority to do so.

11.3 Disclaimer

Except as expressly set out in these Terms, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms. The Platform is provided "as is" and UDX does not warrant that: (a)

the Platform will be uninterrupted or error-free; (b) defects will be corrected within any particular timeframe; (c) the Platform will meet the Customer's specific requirements; or (d) the Platform is free from viruses or other harmful components. The Customer acknowledges that: (i) the Platform depends on the Microsoft Platform and internet connectivity over which UDX has no control; (ii) UDX is not responsible for data quality, accuracy, or legal compliance of submitted data; (iii) Policy enforcement is dependent on correct Policy configuration by the Customer; and (iv) the Customer is responsible for validating that Policies achieve the intended governance outcomes.

12. INDEMNITY

12.1 Customer Indemnity

The Customer shall indemnify and hold harmless UDX and its officers, employees, and agents against all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from: (a) the Customer's breach of these Terms; (b) the Customer's use of the Platform in violation of applicable law; (c) any claim that Customer Data, Schemas, or Policies infringe the intellectual property rights or other rights of any third party; (d) any claim arising from Data Exchanges conducted through the Platform, including claims of unauthorised disclosure or violation of Data Protection Legislation; or (e) any claim arising from the actions or omissions of Authorised Users, Data Providers, or Consumers.

12.2 UDX Indemnity

UDX shall indemnify and hold harmless the Customer and its officers, employees, and agents against all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from any claim that the Customer's authorised use of the Platform (excluding Customer Data, Schemas, and Policies) infringes the intellectual property rights of any third party, provided that: (a) the Customer promptly notifies UDX of the claim; (b) UDX has sole control of the defence and settlement of the claim; and (c) the Customer provides reasonable cooperation in the defence of the claim.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, civil disorder, industrial disputes, failure of telecommunications networks, failure of utility services, or failure of third-party service providers (including Microsoft). If a force majeure event continues for more than 60 consecutive days, either party may terminate the Call-Off Contract by giving written notice to the other party.

14. GENERAL PROVISIONS

14.1 Entire Agreement

These Terms, together with the Call-Off Contract and the Framework Agreement, constitute the entire agreement between the parties relating to the Platform and supersede all prior negotiations, representations, or agreements. Each party acknowledges that it has not relied on any statement, representation, or warranty made by the other party except as expressly set out in these Terms.

14.2 Variation

UDX may update these Terms from time to time by providing the Customer with at least 30 days' notice of material changes. The Customer's continued use of the Platform after the effective date of the updated Terms constitutes acceptance of the changes. If the Customer does not agree to the updated Terms, it may terminate the Service in accordance with clause 9.2.

14.3 Assignment

The Customer may not assign, transfer, or delegate any of its rights or obligations under these Terms without the prior written consent of UDX. UDX may assign these Terms to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee agrees to be bound by these Terms.

14.4 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with a valid provision that achieves the same or similar commercial effect.

14.5 Waiver

No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy. A waiver of any breach of these Terms shall not constitute a waiver of any subsequent breach.

14.6 Third Party Rights

These Terms are intended for the benefit of the parties hereto and their permitted successors and assigns. No person who is not a party to these Terms shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

14.7 Notices

All notices under these Terms shall be in writing and delivered by email or recorded delivery post to the addresses specified in the Call-Off Contract. Notices sent by email shall be deemed received on the Business Day of transmission if transmitted during Normal Business Hours, or on the next Business Day if transmitted outside Normal Business Hours. Notices sent by post shall be deemed received 2 Business Days after posting.

14.8 Confidentiality

Each party shall keep confidential all information received from the other party that is marked as confidential or that would reasonably be considered confidential. This obligation shall not apply to information that: (a) is or becomes publicly available through no breach of these Terms; (b) was lawfully in the receiving party's possession before disclosure; (c) is independently developed by the receiving party; or (d) must be disclosed by law or court order. Each party may disclose confidential information to its employees, advisers, and subcontractors on a need-to-know basis, provided they are bound by confidentiality obligations no less stringent than those in these Terms.

14.9 Relationship of Parties

Nothing in these Terms shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has authority to bind the other or to contract in the name of the other.

14.10 Publicity

Neither party may issue press releases or make public announcements regarding these Terms or the Platform deployment without the prior written consent of the other party, except as required by law or regulatory requirements. UDX may identify the Customer as a Platform user in general marketing materials and case studies, subject to the Customer's prior approval of any specific references.

14.11 Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter.

SCHEDULE 1

SERVICE LEVEL AGREEMENT

1. Service Availability

UDX will use commercially reasonable efforts to ensure the Platform is available 99.5% of the time during each calendar month (the "Availability Target"). Availability is calculated as: $(\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100\%$. Availability is measured from the Platform application layer only and excludes underlying Azure services, which are subject to Microsoft's own service level agreements.

1.1 Excluded Downtime

The following shall not count as Downtime for calculating availability:

- Planned maintenance windows notified at least 5 Business Days in advance;
- Emergency maintenance required to protect Platform security or integrity;
- Unavailability caused by factors outside UDX's reasonable control, including force majeure events;
- Unavailability caused by the Customer's Azure tenant configuration, capacity limitations, or network connectivity;
- Unavailability of the underlying Microsoft Platform, Azure services, or other third-party services;
- Unavailability resulting from the Customer's failure to comply with these Terms;
- Unavailability during the 30-day period following implementation while the Platform is in pilot or testing phase.

2. Performance Standards

UDX shall use commercially reasonable efforts to ensure that:

- Web form page load times do not exceed 3 seconds under normal operating conditions;
- API response times do not exceed 2 seconds for 95% of requests;
- Excel template generation completes within 10 seconds for schemas with up to 100 fields;
- Policy evaluation and field filtering completes within 1 second for datasets with up to 10,000 records.

Performance may be affected by Azure tenant capacity, network latency, data volume, and complexity of Policies. The Customer is responsible for ensuring adequate Azure resources are provisioned for their expected usage patterns.

3. Service Credits

If UDX fails to meet the Availability Target in any calendar month, the Customer may claim a service credit equal to a percentage of the Subscription Fees for that month, calculated as follows:

Monthly Availability	Service Credit
99.0% - 99.49%	10% of monthly fees
95.0% - 98.99%	25% of monthly fees
Below 95.0%	50% of monthly fees

Service credits must be claimed within 30 days of the end of the affected month by submitting a support ticket with evidence of the availability failure. Service credits are the Customer's sole and exclusive remedy for UDX's failure to meet the Availability Target. The maximum aggregate service credits in any 12-month period shall not exceed 50% of the total Subscription Fees paid during that period. Service credits do not apply to the Foundation tier subscriptions.

SCHEDULE 2

DATA PROCESSING TERMS

1. Scope and Roles

Where UDX processes personal data on behalf of the Customer in providing the Platform, this Schedule applies and the parties agree to comply with their respective obligations under Data Protection Legislation. Given the nature of the Platform as a data exchange intermediary, processing roles may vary depending on the Customer's use of the Platform:

- Where the Customer operates the Platform as a data exchange hub, the Customer is typically a data processor acting on behalf of Data Providers (who are data controllers);
- UDX acts as a sub-processor in relation to personal data processed through the Platform, processing such data only on documented instructions from the Customer;
- The Customer is responsible for ensuring appropriate data processing agreements are in place with Data Providers and Consumers;
- Nothing in this Schedule affects the Customer's direct obligations as a data controller in relation to personal data the Customer controls.

2. Details of Processing

2.1 Subject Matter and Duration

The subject matter of processing is the provision of the UDX Data Exchange Platform for field-governed data exchange. The duration of processing is the term of the Call-Off Contract plus any period required for data return or Platform removal as set out in clause 9.5 of these Terms.

2.2 Nature and Purpose of Processing

UDX will process personal data to provide the Platform capabilities, including: (a) storing and managing Schemas and Policies; (b) ingesting data submissions from Data Providers; (c) evaluating Policies and applying field-level filters; (d) routing filtered datasets to authorised Consumers; (e) maintaining audit logs of data exchanges; (f) generating reports and analytics on Platform usage; and (g) providing technical support and troubleshooting.

2.3 Categories of Data Subjects

The categories of data subjects depend on the Customer's use of the Platform and the types of data being exchanged. Common categories may include: patients and service users (healthcare), children and families (social services), defendants and victims (justice sector), research participants (research sector), citizens (government services), or employees and contractors (workforce data).

2.4 Categories of Personal Data

The categories of personal data processed through the Platform are determined by the Schemas configured by the Customer and may include:

- Identity data: names, identifiers, contact details;
- Demographic data: age, gender, ethnicity, location;
- Service data: appointments, treatments, interventions, outcomes;
- Special category data: health information, criminal convictions, social care records (depending on use case);
- Technical data: IP addresses, login times, system usage patterns;
- Any other data types defined in Customer Schemas and submitted by Data Providers.

3. Processor Obligations

UDX shall:

- Process personal data only on documented instructions from the Customer (including these Terms and instructions provided through Platform configuration), unless required to do so by law;
- Ensure that persons authorised to process personal data are subject to confidentiality obligations;
- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in clause 5.4 of these Terms;
- Not engage sub-processors without prior written authorisation from the Customer (see clause 4);
- Taking into account the nature of the processing, assist the Customer in responding to data subject access requests and other rights under Data Protection Legislation;
- Assist the Customer in ensuring compliance with obligations relating to security, breach notifications, and data protection impact assessments, taking into account the nature of processing and information available to UDX;
- At the choice of the Customer, delete or return all personal data at the end of the provision of services (subject to Platform removal procedures in clause 9.5), unless retention is required by law;

- Make available to the Customer all information necessary to demonstrate compliance with processor obligations and allow for and contribute to audits and inspections.

4. Sub-Processors

The Customer provides general written authorisation for UDX to engage the following sub-processors:

- Microsoft Corporation: Cloud infrastructure, Azure services, and Dataverse platform services (data location: as per Customer's Azure tenant configuration)
- UDX support personnel: Technical support and troubleshooting services (based in Australia and United Kingdom)

UDX shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors, giving the Customer the opportunity to object to such changes within 30 days. If the Customer reasonably objects on data protection grounds, the parties shall discuss the matter in good faith to resolve the Customer's concerns. If the parties cannot reach agreement, the Customer may terminate the Call-Off Contract in accordance with clause 9.2.

5. International Transfers

Personal data processed through the Platform is stored within the Customer's Azure tenant. The data location is determined by the Customer's Azure tenant configuration, and the Customer is responsible for ensuring compliance with data transfer requirements under Data Protection Legislation. UDX support personnel based in Australia may require limited access to Customer data to diagnose and resolve technical issues. Such access will be: (a) limited to what is strictly necessary for support purposes; (b) subject to appropriate technical and organisational safeguards; (c) covered by standard contractual clauses or other appropriate transfer mechanisms as required under Data Protection Legislation; and (d) documented in accordance with Data Protection Legislation requirements.

6. Data Subject Rights

Taking into account the nature of processing, UDX shall provide reasonable assistance to the Customer in responding to requests from data subjects exercising their rights under Data Protection Legislation, including rights of access, rectification, erasure, restriction, data portability, and objection. The Platform provides tools to facilitate data subject rights compliance, including: (a) audit logs identifying which fields were shared with which Consumers; (b) export functionality for data portability; (c) field-level deletion capability; and (d) policy management for restricting processing. Where a data subject

makes a request directly to UDX, UDX shall promptly forward the request to the Customer and shall not respond to the data subject except as directed by the Customer or as required by law.

7. Data Breach Notification

UDX shall notify the Customer without undue delay (and in any event within 24 hours) after becoming aware of a personal data breach affecting data processed through the Platform. The notification shall include, to the extent possible: (a) a description of the nature of the breach; (b) the categories and approximate number of data subjects and records concerned; (c) the likely consequences of the breach; and (d) measures taken or proposed to address the breach. UDX shall cooperate with the Customer and provide reasonable assistance in investigating and remediating the breach. The Customer acknowledges that data breaches affecting the Customer's Azure tenant infrastructure are the responsibility of the Customer and Microsoft to detect and respond to.

8. Data Protection Impact Assessments

UDX shall provide reasonable assistance to the Customer in carrying out data protection impact assessments and prior consultations with supervisory authorities, where required under Data Protection Legislation. This may include providing information about: (a) the technical and organisational measures implemented in the Platform; (b) the nature and scope of processing activities; (c) security controls and risk mitigation measures; and (d) sub-processor arrangements.

9. Audits and Inspections

UDX shall make available to the Customer information and documentation necessary to demonstrate compliance with the obligations in this Schedule and allow for and contribute to audits, including inspections. The Customer may conduct audits no more than once per year upon providing UDX with at least 30 days' written notice. Audits shall be conducted during Normal Business Hours and in a manner that does not unreasonably interfere with UDX's business operations. The audit scope shall be limited to UDX's processing activities and shall not extend to the Customer's Azure tenant infrastructure. The Customer shall be responsible for its costs in conducting audits. UDX may charge reasonable fees for time spent facilitating audits beyond 8 hours in any 12-month period. The Customer may instead accept: (a) copies of relevant third-party audit reports or certifications (such as ISO 27001); or (b) written attestations from UDX regarding compliance with specific obligations.

10. Deletion and Return of Data

Upon termination of the Call-Off Contract, UDX shall, at the choice of the Customer: (a) return all personal data to the Customer by making it available for export through Platform export functions; or (b) delete all personal data processed through the Platform. The Customer has 30 days following termination to exercise this choice and complete any required data export. After this period, UDX will remove the Platform application components from the Customer's Azure tenant. The Customer acknowledges that personal data stored in Azure Dataverse within their tenant remains in their tenant and is the Customer's responsibility to delete or retain in accordance with applicable law and retention requirements. UDX may retain personal data to the extent required by applicable law, provided that UDX shall ensure the confidentiality of such personal data and shall only process it to the extent necessary for compliance with the legal obligation.

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