

TIME KEEPER

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 Time Keeper, a cloud-based workforce time management and time recording service (the "Service"), provided by Ultra Dynamix Ltd ("UDX", "we", "us", or "our") to public sector organisations ("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;
- **"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 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;
- **"Documentation"** means the user manuals, training materials, and other documentation relating to the Service made available by UDX;
- **"Framework Agreement"** means the Crown Commercial Service G-Cloud 15 framework agreement RM1557.15;
- **"Microsoft Platform"** means Microsoft Dynamics 365, Microsoft Power Platform, Microsoft Dataverse, and related Microsoft cloud services;

- **"Normal Business Hours"** means 9:00 am to 5:30 pm UK time on Business Days;
- **"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

Time Keeper is a cloud-based software-as-a-service (SaaS) solution that enables organisations to:

- Record and track employee time across projects, programmes, and operational activities;
- Implement configurable approval workflows and hierarchies;
- Generate reports and analytics on workforce utilisation;
- Maintain comprehensive audit trails for compliance purposes;
- Access the Service from desktop, mobile, and tablet devices.

2.2 Service Delivery Model

The Service is delivered as a multi-tenant cloud solution hosted on the Microsoft Platform. No on-premise installation or dedicated infrastructure is required. The Service operates on a shared security responsibility model whereby:

- UDX is responsible for the security, availability, and performance of the application layer;
- Microsoft is responsible for the underlying cloud infrastructure, platform services, and physical security;
- The Customer is responsible for user access management, data governance, and appropriate use of the Service.

2.3 Service Configuration

The Service includes configuration capabilities that allow the Customer to tailor certain features to their organisational requirements without requiring bespoke development. Configuration is performed through standard Service interfaces and includes the ability to define work arrangements, task catalogues, approval hierarchies, and reporting structures. UDX will provide initial configuration as part of the implementation process. Any configuration beyond standard features may be subject to additional charges.

2.4 Microsoft Licensing Requirements

Use of the Service requires the Customer to hold appropriate Microsoft licences for the Microsoft Platform. The Customer is responsible for procuring and maintaining these licences directly with Microsoft or an authorised Microsoft reseller. The minimum licensing requirement is Microsoft Dynamics 365 Team Member or equivalent for each Authorised User. 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;
- 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 are in place for all Authorised Users;
- Comply with all applicable laws and regulations in connection with use of the Service;
- Cooperate with UDX in connection with the performance of the Service, including providing timely responses to requests for information.

3.2 Data Accuracy and Lawful Use

The Customer is responsible for the accuracy, quality, and legality of Customer Data and the means by which the Customer acquired Customer Data. The Customer shall not use the Service to store, process, or transmit any data that is unlawful, infringes the rights of any third party, or violates these Terms. The Customer warrants that it has all necessary rights, consents, and authorisations to provide Customer Data to UDX for processing through the Service.

3.3 Acceptable Use

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

- Attempt to gain unauthorised access to the Service 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.

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;
- Use commercially reasonable efforts to meet the availability targets specified in the SLA;
- Implement and maintain appropriate technical and organisational security measures;
- Provide Support Services during Normal Business Hours;
- Maintain up-to-date Documentation and make it available to the Customer;
- Provide reasonable advance notice of planned maintenance that may affect Service availability.

4.2 Availability and Maintenance

UDX will use commercially reasonable efforts to maintain Service availability of 99.5% during each calendar month, calculated in accordance with the SLA. Scheduled maintenance will be performed during pre-announced maintenance windows, typically outside Normal Business Hours. UDX will provide at least 5 Business Days' notice of planned maintenance that is expected to result in Service unavailability exceeding 30 minutes. Emergency maintenance may be performed without advance notice where required to protect the security or integrity of the Service.

4.3 Service Updates

UDX may update the Service from time to time to add functionality, improve performance, address security issues, or comply with legal requirements. Updates will be applied to the production environment in accordance with UDX's release management procedures. Material changes that significantly affect functionality will be communicated to Customers in advance where reasonably practicable.

5. DATA PROTECTION AND SECURITY

5.1 Data Ownership

As between UDX and the Customer, all Customer Data remains the property of the Customer. The Customer grants UDX a non-exclusive licence to use, copy, store, transmit, and process Customer Data solely to the extent necessary to provide the Service and fulfil UDX's obligations under these Terms.

5.2 Data Processing

To the extent that UDX processes personal data on behalf of the Customer in providing the Service, the parties agree that the Customer is the data controller and UDX is the data processor. UDX will process personal data in accordance with Data Protection Legislation and the data processing terms set out in Schedule 2 to these Terms. UDX will implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

5.3 Data Location and Residency

Customer Data is stored within Microsoft Dataverse data centres located in the United Kingdom. Data will not be transferred outside the United Kingdom without the Customer's prior written consent, except as required by law or where necessary to provide Support Services. Where international transfers are required for support purposes, UDX will implement appropriate safeguards in accordance with Data Protection Legislation.

5.4 Security Measures

UDX implements the following security controls:

- Data encryption in transit using TLS 1.2 or higher;
- Data encryption at rest using AES-256 or equivalent;
- Role-based access control and authentication via Azure Active Directory;
- Comprehensive audit logging of user activities and system events;
- Regular security assessments and vulnerability scanning;
- Incident response and business continuity procedures;
- ISO 27001 certification for information security management;
- Cyber Essentials Plus certification for baseline cyber security controls.

5.5 Security Incidents

UDX will notify the Customer without undue delay upon becoming aware of any Security Incident affecting Customer Data. A "Security Incident" means any confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised

disclosure of, or access to Customer Data. UDX will investigate Security Incidents and take reasonable steps to remediate the incident and prevent recurrence. The Customer acknowledges that UDX's notification of a Security Incident does not constitute an admission of fault or liability.

5.6 Backup and Recovery

UDX maintains automated backup procedures for Customer Data in accordance with Microsoft's backup policies for Dataverse environments. Backups are retained for a minimum of 28 days. UDX will use commercially reasonable efforts to restore Customer Data from backups in the event of data loss or corruption. The Customer acknowledges that data recovery is dependent on the availability and integrity of backup data and that complete restoration may not always be possible.

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:

- Incident resolution and troubleshooting;
- Configuration guidance and best practices;
- Service functionality questions;
- Documentation clarification.

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	Service is unavailable or severely degraded for all users	1 hour	4 hours
P2 - High	Major functionality impaired or affecting multiple	4 hours	2 Business Days

	users		
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 the following contacts: Technical Escalation (Level 2): 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.

7. INTELLECTUAL PROPERTY

7.1 UDX Intellectual Property

All intellectual property rights in the Service, Documentation, and any modifications, enhancements, or derivatives thereof (excluding Customer Data) are and shall remain the sole and exclusive property of UDX or its licensors. These Terms do not grant the Customer any rights to UDX's intellectual property except as expressly set out herein. The Customer shall not, and shall ensure that Authorised Users do not, copy, modify, adapt, reverse engineer, decompile, disassemble, or create derivative works based on the Service or Documentation.

7.2 Customer Data Rights

As between the parties, the Customer retains all right, title, and interest in and to Customer Data. The Customer grants UDX a non-exclusive, royalty-free licence to use Customer Data solely to the extent necessary to provide the Service and perform UDX's obligations under these Terms. UDX may use aggregated, anonymised data derived from use of the Service for statistical analysis, service improvement, and benchmarking purposes, provided that such data does not identify the Customer or any individual.

7.3 Feedback

If the Customer provides UDX with any suggestions, comments, or feedback regarding the Service ("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 Service. Subscription Fees are based on the number of Authorised Users and the subscription tier selected by the Customer as published in the G-Cloud 15 Digital Marketplace. 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 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.

8.3 Changes to User Numbers

The Customer may increase the number of Authorised Users at any time by providing written notice to UDX. Additional users will be charged pro-rata for the remainder of the then-current monthly billing period. Reductions in user numbers require 30 days' written notice and will take effect from the start of the following monthly billing period.

8.4 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.

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. 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 Service;
- UDX shall make Customer Data available for export for a period of 30 days;
- The Customer shall pay all outstanding Subscription Fees and charges;
- Subject to clause 9.5, UDX shall delete or return Customer Data in accordance with Data Protection Legislation.

9.5 Data Retrieval and Deletion

Following termination, the Customer may export Customer Data in standard formats (CSV, Excel, JSON) through the Service interface for a period of 30 days. After this period, unless otherwise required by law or legal process, UDX will securely delete all Customer Data from its systems within 90 days. The Customer is responsible for exporting Customer Data prior to termination and acknowledges that UDX will have no liability for deleted 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

The Customer acknowledges that UDX's liability for loss of or damage to Customer Data is limited to using commercially reasonable efforts to restore such data from the last available backup. The Customer is responsible for maintaining independent backups of critical data and for implementing appropriate data retention and recovery procedures. UDX shall have no liability for data loss that results from the Customer's failure to comply with these Terms or from circumstances beyond UDX's reasonable control.

11. WARRANTIES AND DISCLAIMERS

11.1 UDX Warranties

UDX warrants that: (a) it has the right to provide the Service and grant the rights contemplated by these Terms; (b) the Service will be provided with reasonable skill and care; (c) the Service 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 Service; (b) it has obtained all necessary consents and authorisations to provide Customer Data to UDX; (c) Customer Data does not infringe the rights of any third party; and (d) its use of the Service will comply with all applicable laws and regulations.

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 Service is provided "as is" and UDX does not warrant that the Service will be uninterrupted, error-free, or free from viruses or other harmful components. The Customer acknowledges that the Service depends on third-party services (including the Microsoft Platform and internet connectivity) over which UDX has no control, and UDX is not responsible for the availability or performance of such third-party services.

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 Service in violation of applicable law; (c) any claim that Customer Data infringes the intellectual property rights or other rights of any third party; or (d) any claim arising from the actions or omissions of Authorised Users.

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 Service 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 Service 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 Service 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 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 Service is available 99.5% of the time during each calendar month (the "Availability Target"). Availability is calculated as: $(\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100\%$.

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 Service security or integrity;
- Unavailability caused by factors outside UDX's reasonable control, including force majeure events;
- Unavailability caused by the Customer's equipment, network connectivity, or use of the Service;
- Unavailability of the underlying Microsoft Platform or other third-party services;
- Unavailability resulting from the Customer's failure to comply with these Terms.

2. Performance Standards

UDX shall use commercially reasonable efforts to ensure that:

- Page load times do not exceed 3 seconds under normal operating conditions;
- API response times do not exceed 2 seconds for 95% of requests;
- The Service supports the number of concurrent users specified in the Customer's subscription tier.

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.

SCHEDULE 2

DATA PROCESSING TERMS

1. Processing of Personal Data

Where UDX processes personal data on behalf of the Customer in providing the Service, this Schedule applies and the parties agree to comply with their respective obligations under Data Protection Legislation. The Customer is the data controller and UDX is the data processor for the purposes of this processing.

2. Details of Processing

2.1 Subject Matter and Duration

The subject matter of processing is the provision of the Time Keeper workforce management service. The duration of processing is the term of the Call-Off Contract plus any period required for data return or deletion 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 Service, including storing, retrieving, and displaying time recording data, generating reports and analytics, facilitating approval workflows, and providing support services.

2.3 Categories of Data Subjects

Personal data processed through the Service relates to the Customer's employees, contractors, and other workforce members who are Authorised Users of the Service.

2.4 Categories of Personal Data

The Service may process the following categories of personal data:

- Identity data: names, employee IDs, job titles, department information;
- Contact data: email addresses, telephone numbers;
- Work activity data: time records, project assignments, task details, locations, approval records;
- System data: login times, IP addresses, device information, usage patterns.

3. Processor Obligations

UDX shall:

- Process personal data only on documented instructions from the Customer (including these Terms), 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;
- Not engage sub-processors without prior written authorisation from the Customer;
- 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;
- Delete or return all personal data to the Customer at the end of the provision of services, unless retention is required by law;
- Make available to the Customer all information necessary to demonstrate compliance with processor obligations and allow for audits.

4. Sub-Processors

The Customer provides general written authorisation for UDX to engage the following sub-processors: Microsoft Corporation (cloud infrastructure and platform services). 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, the parties shall discuss the matter in good faith to resolve the Customer's concerns.

5. International Transfers

Personal data will be stored and processed within the United Kingdom. UDX will not transfer personal data outside the United Kingdom without the prior written consent of the Customer, except where: (a) required by applicable law; (b) necessary to provide support services, in which case UDX will implement appropriate safeguards in accordance with Data Protection Legislation; or (c) the transfer is to a country that provides adequate protection as determined under Data Protection Legislation.

6. Data Subject Rights

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. 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. Audits

UDX shall make available to the Customer information and documentation necessary to demonstrate compliance with the obligations in this Schedule. The Customer may conduct audits, including inspections, 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 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.

CONTACT INFORMATION

Ultra Dynamix Ltd

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Registered in England and Wales

Email: info@ultradynamix.com.au

Support: admin@ultradynamix.com

Website: www.ultradynamix.com

G-Cloud 15 Supplier Reference: RM1557.15