SUPPLIER TERMS – IOT DISCOVERY NAVIGATOR

PART A: ACCEPTABLE USE POLICY

Introduction

This Acceptable Use Policy sets out the prohibited uses that apply to your use of the services described in the Call-Off Contract ("**Services**") and is designed to ensure lawful, secure and appropriate usage.

Prohibited Uses

1. **UNLAWFUL ACTIVITIES**

1.1. You must not use the Services for any unlawful purpose or in any manner that violates any applicable laws, regulations or rights of third parties under the laws of England and Wales.

2. **HARMFUL SOFTWARE**

2.1. You must not introduce, distribute or facilitate the distribution of any virus, worm, Trojan horse, malware, spyware or other harmful or malicious code through the Services.

3. **SECURITY COMPROMISE**

3.1. You must not attempt to:

(a) gain unauthorised access to the Services, related systems or networks;

(b) interfere with or disrupt the integrity, security or performance of the Services or data contained therein; or

(c) circumvent any security measures implemented in relation to the Services.

4. **RESOURCE ABUSE**

4.1. You must not use the Services in any manner that:

(a) places an unreasonable or disproportionately large load on the infrastructure;

(b) consumes excessive bandwidth, storage or processing capacity; or

(c) interferes with or disrupts other users' access to or use of the Services.

5. **INTELLECTUAL PROPERTY INFRINGEMENT**

5.1. You must not use the Services to infringe any copyright, trade mark, patent, database right or other intellectual property rights of any person.

6. **UNSOLICITED COMMUNICATIONS**

6.1. You must not use the Services to send unsolicited commercial electronic messages, including spam, bulk emails or other forms of unsolicited marketing communications.

7. **REPUTATIONAL HARM**

7.1. You must not use the Services for any purpose that could reasonably be expected to:

(a) damage the reputation of Boldyn or its affiliates;

(b) bring Boldyn or its affiliates into disrepute; or

(c) harm the reputation or interests of other users of the Services.

8. **DATA PROTECTION VIOLATIONS**

8.1. You must not process personal data through the Services in breach of:

(a) the UK General Data Protection Regulation;

(b) the Data Protection Act 2018; or

(c) any other applicable data protection laws.

9. **PROHIBITED CONTENT**

9.1. You must not store, transmit or distribute through the Services any content that is:

(a) defamatory, libellous or threatening;

(b) discriminatory or promoting hatred on grounds of race, religion, gender, sexuality or disability; or

(c) otherwise objectionable or inappropriate.

10. **NETWORK INTERFERENCE**

10.1. You must not use the Services to:

(a) probe, scan or test the vulnerability of any network or system;

(b) monitor data or traffic on any network or system without proper authorisation; or

(c) interfere with service to any user, host or network.

PART B: DATA PROCESSING AGREEMENT

Joint Schedule 10: Processing Data (v1.0, RM1557.15) to apply.

PART C: SHARED RESPONSIBILITY MODEL

Call-off Schedule 9a: Security – Short Form (v1.1 RM1557.15) to apply.

PART D: SERVICE LEVEL AGREEMENT (SLA)

1. Service Levels, Key Performance Indicators and Service Credits

Category	Service Level Target	Minimum Service Level	Service Credits
P1 Incidents	100% of Incidents responded to within 30 minutes – 24x7 Service Hours.	100%	1st Incident missed response time – 5% Service Credit 2nd Incident missed response time – 10% Service Credit
P2 Incidents	100% of Incidents responded to within 1 Normal Business Hour.	Service credits apply from 2nd failure within a calendar month	1st Incident missed response time – 0% Service Credit 2nd Incident missed response time – 5% Service Credit 3rd Incident missed response time – 10% Service Credit
P3 Incidents	100% of Incidents responded to within 4 Normal Business Hours.	80%	<80% - 5% Service Credit
P4 Incidents	100% of Incidents responded to within 1 Working Day.	None	No Service Credit
P5 Incidents	100% of Incidents responded to within 2 Working Days.	None	No Service Credit
Root Cause	100% of P1 Incidents to receive a Root Cause Analysis within 10 Working Days of Resolution	None	No Service Credit
CR1 Change	100% of Changes start implementation within 1 Working Day from CAB Approval	100%	1 Change missed implementation time - 5% Service Credit 2 Changes missed implementation times - 10% Service Credit
CR2 Change	90% of Changes start implementation within 2 Working Days from CAB Approval	85%	5% Service Credit
CR3 Change	90% of Changes start implementation within 3 Working Days from CAB Approval	None	No Service Credit
CR4 Change	90% of Changes start implementation within 4 Working Days from CAB Approval	None	No Service Credit
CR5 Change	90% of Changes start implementation within 5 Working Days from CAB Approval	None	No Service Credit
Standard Change	100% of Changes implemented within 4 Working Days	90%	5% Service Credit

1.1. “Category” definitions to be agreed between the Parties at the Call-Off Contract stage.

1.2. Service Credits are calculated as a percentage of the monthly Base Charge and in any event, shall not exceed 10% of the monthly Base Charge in the month that the Service Credit arose.

1.3. Where a Service Credit is due it shall not accumulate with any other Service Credit and only one Service Credit can be offered within the monthly period.

PART E: SUPPLIER LICENCE TERMS

Call-off Schedule 1: Intellectual Property Rights (v1.0, RM1557.15) to apply.