



[ORGANISATION NAME]

**Software as a Service (SaaS) Licence Agreement
Q2 Estate and Facilities Management System**

Quantarc Ltd
Ground Floor,
Cardigan House
Castle Court,
Swansea Enterprise Park,
Llansamlet, Swansea SA7 9LA

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1. DEFINITIONS

- i. **Licence** shall mean this document with its appendices and schedules.
- ii. **Licensee** shall be as defined in Appendix 1.
- iii. **Licensor** shall be as defined in Appendix 1 and shall include the Licensor's legal personal representatives, successors and assigns.
- iv. **Charges** shall have the same meaning as set out in the Appendix to this document.
- v. **Delivery Model** shall mean a software delivery model.
- vi. **Documentation** shall mean the manual or manuals and other documents associated with the Program supplied by the Licensor to the Licensee.
- vii. **Equipment** shall mean the computer or computers described in Appendix 1 and situated at the location or locations identified in Appendix 1.
- viii. **Program** shall mean the computer program or programs specified in Appendix 1 and shall include any replacements, modifications or additions supplied under this Licence.
- ix. **Data Protection Legislation** means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) and successor legislation to the GDPR or the Data Protection Act 1998.
- x. **Personal Data** means data subject to protection under the Data Projection Legislation.

2. LICENCE

- 2.1 The Licensor hereby grants to the Licensee a non-exclusive, non-transferable licence to use the Program on the Equipment on the terms and conditions contained herein and for the periods specified in Appendix 1 from the date of acceptance.
- 2.2 In addition to the use of the Program on the Equipment, the Licensee shall have the option to host and use the Program on equipment owned or controlled by the Licensee, subject to clause 2.3
- 2.3 The Licensee is responsible for ensuring their own equipment is fit for use with the Program in accordance with the Documentation. The Licensor incurs no liability for issues arising out of the use of equipment owned or controlled by the Licensee or any third party.

3. CHARGES

The Licensor shall have the right to vary periodic licence charges by giving to the Licensee not less than 3 months' written notice in advance of such variation, effective on each anniversary of this Agreement. The Licensor shall

use reasonable endeavours to keep any increase to the Charges in line with the prevailing rate of inflation (CPIH) at the time of the increase.

4. TERMS OF PAYMENT

- 4.1. Following acceptance under Clause 6, the Licensor shall be entitled to claim payment of those charges specified in the Appendices and Schedules as due on acceptance. Subsequent Charges shall become due for payment at the intervals specified in the Appendices.
- 4.2. All Charges due under the Licence shall be paid by the Licensee either within the period specified in the Appendices following receipt of an invoice from the Licensor or by the due date whichever is the later.
- 4.3. If the Licensee disputes any invoice issued by the Licensor under this document, the Licensee shall notify the Licensor in writing of the specific nature of the dispute within fourteen days of the date of receipt of the disputed invoice.
- 4.4. Notwithstanding any dispute, the Licensee shall pay the undisputed portion of the invoice within the agreed terms specified under this document.
- 4.5. If the payment of any sum due under the Licence shall be delayed by the Licensee other than in accordance with Sub-Clause 4.3, the Licensor shall be entitled to Charge interest at the rate specified in Appendix 1 on the amount of the delayed payment for the period of the delay.

5. DELIVERY

- 5.1 In the event that the software is hosted by the Licensor, the software shall be installed by the Licensor by the agreed installation date as specified in the Schedules.
- 5.2 In the event the software is installed on equipment hosted by the Licensee, the Licensor shall supply the software by the agreed installation date by one of the following means:
 - i. by supplying the software on electronic media for installation on the equipment by the Licensee; or
 - ii. by installing the software on the equipment hosted by the Licensee, subject to the Licensor being granted remote access to the equipment hosted by the Licensee.
- 5.3 In the event the software is not installed by the Licensor, the Licensor shall not be liable for any issues arising from the installation. The Licensee shall ensure that a suitably qualified and experienced professional shall carry out the installation.

6. ACCEPTANCE

- 6.1. Where no acceptance tests are specified in Appendix 1, acceptance of the Program shall be deemed to take place on delivery or delivery and installation of the Program and Documentation in accordance with Clause 5.

- 6.2. Where acceptance tests are specified in Appendix 1, subject to clause 6.3 and clause 6.4, acceptance of the Program shall be deemed to take place thirty days after the installation of the Program has taken place, subject to any issues or defects with the Program being raised by the Licensee.
- 6.3. The Licensee will carry out acceptance tests following installation. In the event no issues are raised within 30 days, acceptance will be deemed to have taken place. If the acceptance tests raise any issues, the Licensee must raise these with the Licensor and provide the Licensor with a reasonable period to rectify any issues. Once the issues are rectified the Licensee shall carry out additional acceptance tests to which this clause 6.3 shall apply *mutatis mutandis*.

7. USE

- 7.1. The Program shall be only for the Licensee's own use and shall not be used to provide a data processing service to any third party whether by way of trade or otherwise.
- 7.2. The Licensee may use the Program only on the Equipment or on equipment hosted by the Licensee in accordance with clause 2. In the event the Program cannot be used on the Equipment because the Equipment or any part thereof is temporarily unavailable, it may be reinstated onto other compatible equipment (which must comply with clause 2.3) and made available to the Licensee by the Licensor.
- 7.3. The Licensee shall follow all written instructions given by the Licensor from time to time with regard to the use of the Program included but not limited to the instructions contained in any Documentation. The Licensee shall provide the Licensor, at all reasonable times and on reasonable notice, with access to the Licensee's systems, equipment and key employees to verify that the use of the Program is within the terms of the Licence.

8. DOCUMENTATION

- 8.1 The Licensor shall supply to the Licensee those items of the Documentation specified in Appendix 1 or any other items specified by the Licensor from time to time.
- 8.2 At the request of the Licensee the Licensor shall provide such additional copies of the Documentation as the Licensee may reasonably require for the normal operation of its business, at the Licensor's then current standard scale of charges.
- 8.3 The Documentation is for the sole use of the Licensee and should not be passed on or supplied to any other party.

9. PERFORMANCE

The Licensor undertakes that, provided it is operated in accordance with the Licensor's instructions, the Program will perform in accordance with the Licensor's published specification and the Documentation existing at the date

of delivery. The Licensor does not guarantee that the Program is free of minor errors affecting such performance. The undertaking given in this Clause is in lieu of any condition or warranty express or implied by law as to the quality or fitness for any particular purpose of the Program.

10. MAINTENANCE AND SUPPORT

- 10.1. A maintenance service shall be provided as specified in Appendix 2 from the date of acceptance.
- 10.2. Where the provision of error correction is included in the maintenance service specified in Appendix 2, it shall be conditional upon the Licensee:
 - i. having provided adequate information in respect of any malfunction in the Program or information as requested by the Licensor; and
 - ii. incorporated and used all amendments, updates and patches issued by the Licensor.
- 10.3. Where a new issue or update of the Program and/or Documentation or part thereof is released by the Licensor it shall be installed in a Test environment by the Licensor under the maintenance service and accepted (in accordance with clause 6) and used by the Licensee except where the Licensee elects to retain and use the superseded issue / version of the Program, in which case the Licensor shall use its reasonable endeavours to provide a maintenance service on terms to be agreed.
- 10.4. Only two previous versions of the current release will be supported and maintained by the Licensor.

11. MODIFYING

The Licensee may not, without the prior written consent of the Licensor, modify the Program or incorporate the Program in programs not provided by the Licensor. In the event that the Licensor permits such modifications, for the avoidance of doubt any proprietary rights in such modifications shall vest in the Licensor exclusively.

12. OWNERSHIP

- 12.1 Title, copyright, intellectual property and all other proprietary rights in the program and the Documentation and all parts and copies thereof shall remain vested in the Licensor.
- 12.2 The Licensee shall follow any instructions given by the Licensor from time to time with regard to the use of any intellectual property owned by the Licensor and other indications of the property and rights of the Licensor.

13. ASSIGNMENT

The Licensee shall not assign any of its obligations under the Licence without the prior written consent of the Licensor, which shall not be unreasonably withheld.

14. COPYRIGHT INDEMNITY

14.1 The Licensor shall fully indemnify the Licensee against all damages (excluding indirect or consequential damages), reasonable and properly incurred costs, charges and expenses arising from or incurred by reason of any infringement or substantiated alleged infringement in the United Kingdom of copyright in consequence of the authorised use of the Program or Documentation supplied by the Licensor under the Licence, subject to the following:

- i. the Licensee shall promptly notify the Licensor in writing of any alleged infringement of which he has notice;
- ii. the Licensee must make no admissions without the Licensor's prior written consent; and
- iii. the Licensee, at the Licensor's request and expense shall allow the Licensor to conduct any negotiations or litigation and/or settle any claim. The Licensee shall give the Licensor all reasonable assistance in conducting any negotiations or litigation. The costs incurred or recovered in such negotiations or settled claim shall be for the Licensor's account.

14.2 The Licensee shall fully indemnify the Licensor against all damages (excluding indirect or consequential damages), reasonable and properly costs, charges and expenses arising from or incurred by reason of any infringement or substantiated alleged infringement in the United Kingdom of copyright in consequence of the authorised use of the Program or Documentation supplied by the Licensor under the Licence. In the case of any such indemnified matters:

- i. the Licensor shall promptly notify the Licensee in writing of any alleged infringement of which he has notice
- ii. the Licensor must make no admissions without the Licensee's prior written consent.
- iii. the Licensor, at the Licensee's request and expense shall allow the Licensee to conduct any negotiations or litigation and/or settle any claim. The Licensor shall give the Licensee all reasonable assistance in conducting any negotiations or litigation. The costs incurred or recovered in such negotiations or settled claim shall be for the Licensee's account.

14.3 If at any time an allegation of infringement of copyright is made in respect of the Program, or if in the Licensor's reasonable opinion such an allegation is likely to be made, the Licensor may at its own expense modify or replace the Program so as to avoid the infringement, without detracting from overall performance, the Licensor making good to the Licensee any loss of use during modification or replacement.

15. INDEMNITY AND INSURANCE

- 15.1 The Licensor shall indemnify and keep indemnified the Licensee, against injury (including death) to any persons or loss of or damage to any property (including the Program) which may arise out of the act, default or negligence of the Licensor, its employees or agents in consequence of the Licensor's obligations under the Licence and against all claims, demands, proceedings, damages (but excluding indirect or inconsequential damages), reasonably and properly incurred costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that the Licensor shall not be liable for nor be required to indemnify the Licensee against any compensation or damages for or with respect to injuries or damage to persons or property to the extent that such injuries or damage result from any act, default or negligence on the part of the Licensee, its employees or contractors (not being the Licensor or employed by the Licensor).
- 15.2 The Licensee shall indemnify and keep indemnified the Licensor against injury (including death) to any persons or loss of or damage to any property (including the Program) which may arise out of the act, default or negligence of the Licensee, its employees or agents in consequence of the Licensee's obligations under the Licence and against all claims, demands, proceedings, damages (but excluding indirect or inconsequential damages), reasonably and properly incurred costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that the Licensee shall not be liable for nor be required to indemnify the Licensor against any compensation or damages for or with respect to injuries or damage to persons or property to the extent that such injuries or damage result from any act, default or negligence on the part of the Licensor its employees or contractors.
- 15.3 Without thereby limiting their responsibilities under Sub-Clauses 15.1 and 15.2, each party shall insure with a reputable insurance company against all loss of or damage to property and injury to persons (including death) arising out of or in consequence of its obligations under the Licence and against all actions, claims, demands, costs and expenses in respect thereof, save only as is set out in the exceptions in Sub-Clause 15.5 and Clause 16.
- 15.5 The liability of the parties under Sub-Clause 15.1, 15.2 and 15.3, as appropriate, shall exclude damage or injury (other than injury including death resulting from negligence) consequent upon design, formula, specification or advice. Except in respect to injury, including death to a person due to negligence for which no limit applies, the liability of the parties under Sub-Clause 15.1, 15.2 or 15.3 as appropriate shall not exceed the sums specified in Appendix 1 in respect of any event or series of connected events.

16. TERMINATION

- 16.1 The Licensee may terminate the Licence by giving at least three months' prior written notice to the Licensor to take effect at the end of the Initial License Period or any of the Extension Periods specified at Appendix 1.
- 16.2 The Licensor may terminate the Licence by giving three months' prior written notice to the Licensee to take effect at the end of the Initial License Period or any of the Extension Periods specified in Appendix 1.
- 16.3 The Licence may be terminated forthwith by either party on written notice if the other party is insolvent or suffers any insolvency related event, in material breach of the terms of the Licence or in repeated breach (to include failure to meet milestones), or if continuation would cause a breach of regulatory requirements provided the breach has not been rectified within a reasonable amount of time.
- 16.4 Termination of the Licence shall not prejudice any rights of either party which have arisen on or before the date of termination.
- 16.5 Within seven days(inclusive of weekends and bank holidays) following the date of termination the Licensee shall at the request of the Licensor return or destroy all copies, forms and parts of the Program and Documentation which are covered by this License and shall certify to the Licensor that this has been done and ensure that the Charges have been paid in full. If the Licensee fails to comply with this clause 16.5, they will on demand provide the Licensor with sufficient access to the Licensee's systems to procure the removal of the Program.
- 16.6 On termination for any reason, the Licensee shall have the sole responsibility for extracting any and all data, including but not limited to user data, configurations and any other information stored or processed within the Program and shall do so promptly following termination of this licence.

17. CONFIDENTIALITY

- 17.1 The Licensee shall keep confidential the terms of this license and all other information including but not limited to the details of the Program and the Documentation or any information disclosed in respect thereof and shall not disclose the same to any third party without the prior written consent of the Licensor.
- 17.2 The Licensor's consent referred to in Sub-Clause 17.1 shall be given to enable the Licensee to disclose (under conditions of confidentiality satisfactory to the Licensor) the Program and/or the Documentation or any part thereof to a third party for the performance of services for the Licensee.
- 17.3 The provisions of this Clause shall not apply to: -
 - i. Any information that either party has a statutory obligation to divulge
 - ii. Any information in the public domain otherwise than by breach of this Licence.
 - iii. Information in the possession of the receiving party thereof before divulgence as aforesaid.

- iv. Information obtained from a third party who is free to divulge the same.
- 17.4 The Licensor and the Licensee shall divulge confidential information only to those employees who are directly involved in the Licence or use of the Program and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 17.5 For the purposes of sub clause 17.4 and in instances whereby either party has to disclose confidential information pursuant to a statutory obligation, it shall provide prompt written notice to the other party prior to such disclosure.
- 17.6 The obligations of both parties as to disclosure and confidentiality shall come into effect on the signing of the Licence and shall continue in force notwithstanding the termination of the Licence.

18. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Licence if such failure results from circumstances beyond the party's reasonable control.

19. WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Licence shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Licence.

20. TRAINING

- 21.1 The Licensor may provide training in the use of the Program for the Licensee's personnel as specified in Appendix 1. This may take the form of electronic user guides, guides embedded in the software, online help or online / on-site training and consultancy sessions.
- 21.2 The Licensee acknowledges and agrees that any training provided to the Licensee's personnel under Appendix 1 shall be priced separately from the licensing fees for the Program. The fees and payment terms for the training provided shall be agreed between the parties prior to the commencement of such guidance being provided.

21. ARBITRATION

Any dispute or difference which may arise between the Licensee and Licensor in connection with or arising out of the Licence may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Licensee and the Licensor or, failing such agreement within fourteen days, to be nominated by the President for the time being of the British Computer Society.

22. PRIVACY AND DATA PROTECTION

22.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. Without limiting the foregoing, both parties hereby agree that they shall:

- i. not use or share Personal Data received from the other party (or its customers) for a purpose for which it has not obtained consent or whilst they are not entitled under this Licence;
- ii. establish independent procedures for managing and responding to any communication from a customer seeking to exercise its rights under Data Protection Legislation;
- iii. provide reasonable assistance to the other in responding to any requests, investigation, consultation, or claims from a customer, regulator, or supervisory authority concerning Data Protection Legislation;
- iv. take appropriate security measures that are required by Data Protection Legislation, and in accordance with good industry practice relating to data security; and
- v. refrain from transmitting unsolicited commercial communications in any manner that would violate Data Protection Legislation.

For the avoidance of doubt, this clause 22.1 is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

22.2 The parties acknowledge that if the Licensor processes any Personal Data on the Licensee's behalf when performing its obligations under this Licence, the Licensee is the data controller and in such an event the Licensor is the data processor for the purposes of the Data Protection Legislation (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

22.3 Without prejudice to the generality of clause 22.1, the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful access to the Personal Data by the Licensor for the duration and purposes of the Licence so that the Licensor may lawfully use, process, access and transfer the Personal Data to the terms of this Licence on the Licensee's behalf. Both parties will indemnify and hold the other party harmless against all liabilities, costs, expenses, damages and losses (excluding indirect or inconsequential damages) suffered or incurred by either party arising out of or in connection with any failure by the other party to satisfy its obligations under this clause 22 or any breach by either party of the Data Protection Legislation.

22.4 The Licensor may, at any time on not less than 30 days' notice, revise this clause 22 by replacing it with any applicable controller to processor standard clauses or similar in terms to ensure compliance with industry standards, regulations or guidance from time to time.

23. LAW

- 23.1 Unless otherwise agreed in writing between the parties, the Licence shall be subject to and construed and interpreted in accordance with English and Welsh Law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 23.2 The parties will comply with all applicable laws, including any regulatory requirements, as well as obtaining and complying with any licences that are required.

FOR THE LICENSEE

Signature:

Name:

Title:

Organisation:

Date:

FOR THE LICENSOR

Signature: [INSERT SIGNATURE]

Name: Mrs Christine Watkin

Title: Director

Organisation: Quantarc Limited

Date: [INSERT DATE]

APPENDIX 1: LICENCE INFORMATION

Excluding Maintenance Service

1. Licensee (Clause 1.ii)

FULL NAME: [INSERT ORGANISATION NAME]

ADDRESS: [INSERT ADDRESS]

2. Licensor (Clause 1.iii)

FULL NAME: Quantarc Limited

COMPANY REGISTRATION NUMBER: 03235975

REGISTERED OFFICE: C/O Bevan Buckland LLP Ground Floor, Cardigan House,
Castle Court, Swansea Enterprise Park, Swansea, Wales, SA7 9LA

3. Title and Description of Program(s) (Clause 1.vii)

Q2 Estates and Facilities Management System

4. Equipment Location(s)

The Program will be hosted by Quantarc on Microsoft Azure Servers, UK Data Centres only

5. (a) Date of Installation (if applicable) (Clause 5)

[INSERT INSTALLATION DATE]

(b) Date of Delivery (Clause 1.vi)

[INSERT DELIVERY DATE]

6. Delivery Model (Clause iv)

Software as a Service: The software shall be web-hosted and made available by the Licensor to the Licensee.

7. Documentation (Clause 8)

User guides and release notes (electronic format), together with any other documentation provided by the Licensor and designated as Documentation.

8. Limit of indemnity (Clauses 15 and 22)

The liability of the parties under Sub-Clause 15.1, 15.2, 15.3 and 22.3 shall not exceed 100% of the license charges payable under the agreement.

9. Period of Licence (Clause 2)

START DATE: [INSERT LICENSE START DATE]

END DATE: [INSERT LICENSE END DATE]

10. Licence Charges (Clauses 3 & 4)

For the period [INSERT START DATE] to [INSERT END DATE], the cost of the **Annual Hosting Subscription** will be [INSERT PRICE] plus vat. Thereafter, annual increases will be in line with inflation (CPIH Annual Rate: All items).

The **Annual Hosting Subscription** includes three elements:

- a) Software License: [INSERT FIGURE]
- b) Maintenance and Support Contract: [INSERT FIGURE]
- c) Hosting Fee: [INSERT FIGURE]

A breakdown is provided below:

[INSERT CURRENT MODULE LICENSE FEE TABLE]

Value of Annual Hosting Subscription based on 2025/26 prices (exc. vat)

11. Terms of Payment (Clause 4)

- a) Period for payment from receipt of an invoice: 30 Days
- b) The Hosting Subscription is payable annually in advance
- c) The invoice for each renewal period of the agreed contract term will be raised at least three months prior to the renewal date
- d) Monthly instalments can be arranged on request
- e) Following the 30-day payment period, the rate of interest to be charged by the Licensor to the Licensee in the event of delays in payment shall be 8% per annum.

12. Details of, Procedures for and Commencement Date of Acceptance Tests (Clause 6)

New and updated software will be installed within the Licensee's Test environment. The Licensee will carry out acceptance testing of any new or updated software and report and issues found within 6 weeks of supply.

APPENDIX 2: SERVICE LEVEL AGREEMENT

1. Introduction

This service level agreement (SLA) describes the levels of service that the Licensee will receive from the Licensor.

The SLA is written in a spirit of partnership. The Licensor will use reasonable endeavours to rectify every issue in a timely manner.

2. Purpose

The Licensee depends on the software and services that are provided, maintained and supported by the Licensor. This service level agreement sets out the levels of support that the Licensee will receive. It aims to enable the two parties to work together effectively.

3. Dates and reviews

The dates and reviews are in accordance with the Initial License Period and Extension Periods set out at Appendix 1.

4. Software and services covered

The software and services covered by this SLA are:

Software

Q2 Estates and Facilities Management System

Services

As set out in the main body of this licence agreement.

5. SLA Responsibilities

Licensor responsibilities

The Licensor will provide and maintain the software used by the Licensee in accordance with this Appendix.

Additionally, the Licensor will use reasonable endeavours to:

- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the Licensee

Licensee responsibilities

The Licensee will use all software modules as intended and on the terms of this licence agreement.

Additionally, the Licensee will:

- Notify the Licensor of issues or problems in a timely manner.
- Provide the Licensor with access to software and services as required for the purposes of maintenance, updates and fault prevention.
- Carry out Licensee acceptance testing of all fixes and updates.
- Maintain good communication with the Licensor at all times.

Joint responsibilities

The Licensee and Licensor will jointly review the progress of fixes, customisations and system upgrades requested by the Licensee and provided by the Licensor during regular meetings. The frequency, date and timing of these meetings are to be by mutual agreement

6. Support services and response times

Error correction

All software errors will be corrected under the maintenance contract. Errors can be notified:

On-line:	Using our online fault reporting / request system
By Email:	To support@quantarc.co.uk
Telephone:	Call 01792 301910 and ask for Software Support

Any reported issues are prioritised on receipt and escalated in accordance with their effect on system operation.

The Licensor will always endeavour to resolve problems as swiftly as possible. It recognises that the Licensee's software is important to its business and that any issues will disrupt day to day operations.

Whilst response times can be given with some certainty, it is often difficult to provide guaranteed resolution times. This is because the nature and causes of problems can vary, and the investigation and resolution process can take longer than anticipated. In these circumstances, the Licensor will provide frequent progress reports to the Licensee.

The table below gives the Licensor's target response and resolution times for each type of issue. These targets are based on the criticality of the task based on (a) its frequency and (b) whether a workaround is available.

Response times apply during standard working hours (Monday to Friday, 8am to 5pm) unless the contract between the Licensee and Licensor specifically includes provisions for out of hours support.

NB. It is important that the Licensee flags up “Category A” issues, either by using the High Importance flag in an email to support@quantarc.co.uk or by telephoning the support team on 01792 301910.

Category	Frequency of task	Workaround available?	Response Time	Resolution Time
A	Frequent (several times per day)	No	2 hours	2 days
B	Infrequent (greater than once per day)	No	4 hours	3 days
C	Frequent (several times per day)	Yes	4 hours	5 days
D	Infrequent (greater than once per day)	Yes	4 hours	30 days

Errors will be corrected via patch fix or software update. Fixes and updates are always applied first on a system that is running in a test environment and then (after Licensee acceptance testing) on the system that is operating in the live environment. The Resolution Time listed in the above table refers to the application of the fix in the Test environment as the Licensor has no control over the time taken for Licensee acceptance testing.

7. Updates and New Releases

The development of the software is continual. When new versions with significant additional functionality are released (usually 6 monthly), there will be an opportunity for the Licensee to upgrade with an option to update the software for a cost of which the Licensor will communicate to the Licensee at the time. Significant developments will be demonstrated to existing users and new releases will be offered at a cost in line with the value of the additional functionality. If the Licensee chooses not to purchase the additional functionality, the update will still take place with the additional functionality disabled unless the Licensee elects to use old software subject to clause 10.3.

The procedure for testing and releasing upgrades is as follows:

1. Release notes and user guides for new functionality are published
2. The upgrade is tested by the Licensor
3. The upgrade is installed in a Test or Development environment and made available to the Licensee
4. Acceptance testing is carried out by key users in the Licensee organisation

5. Any issues are reported to the Licensor, fixed and a second round of acceptance testing takes place if applicable
6. The Licensee signs off the Test system as accepted
7. The Licensor updates the Live environment on a mutually agreed date and usually outside normal working hours unless by prior arrangement.

8. Documentation

User guides are available for all software modules. Release notes are made available with each new release.

9. User support

Hotline email, online and telephone support is available during standard working hours (Monday to Friday, 8am to 5pm). This can be extended by prior arrangement, subject to an enhanced cover fee.

Where the number of support calls clearly indicates a need for training, we will suggest that this is arranged.

10. Exclusions

This SLA does not apply to:

- Other software or services that are not provided by the Licensor

Additionally, this SLA does not apply when:

- The Licensee has made unauthorised changes to the configuration or set up of the software or services,
- An issue has arisen as a result of the Licensee using the software or service(s) in a way that is not recommended by the Licensor,
- An issue has arisen following the Licensee's use of their own equipment or third-party equipment, software or other services to access or integrate with the software.
- Any provision of the License can be suspended unless the breach has been remedied to the satisfaction of the Licensor.

This SLA does not apply in circumstances that could be reasonably said to be beyond the Licensor's control (e.g. acts of god or natural disasters).

This SLA does not apply if the Licensee is in breach of its agreement with the Licensor for any reason (e.g. late payment of fees).

11. Optional services

This section gives details of the enhanced service options that are available at an additional charge. Quotations will be provided for these services which are excluded from the standard SLA.

System health checks

An annual 'check-up' of the system and data. The purpose of this is to ensure that you are still getting the most out of the system and that key features are used in an appropriate manner. The number of days is agreed with the Licensee and reflects the number of modules in use.

Customisations

User specified customisations can be implemented on request. The Licensor will take the brief, document the requirements and calculate the cost of the work. A quotation will be provided in advance of commencing the work.

Other Services

Other services that are available subject to an additional charge include:

- Consultancy
- User training
- Technical assistance
- Data entry (either manually or via a data script)
- Creation or updating of CAD drawings
- Surveys to collect data

The above services are not covered by this maintenance contract. Quotations can be provided on request.

12. Maintenance Charges (Clauses 3 & 4)

The Maintenance Charges are included in the **Annual Hosting Subscription** (Appendix 1, clause 10)

APPENDIX 3: DATA PROCESSING

1. Definitions and interpretation

Within this Appendix, the following definitions apply:

1.1 Definitions:

Licensee: means the Licensee

Data Subject: an individual who is the subject of Personal Data.

Personal Data: means any information relating to an identified or identifiable natural person that is processed by us as a result of, or in connection with, the provision of the services; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing, processes and process: either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Data Protection Legislation: all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

We, us or Quantarc: means the Licensor.

2. Personal data types and processing purposes

- 2.1. It is acknowledged that for the purpose of the Data Protection Legislation, the Licensee is the data controller and we, Quantarc, are the data processor.
- 2.2. The Licensee retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation,

including providing any required notices and obtaining any required consents, and for the processing instructions it gives to us.

- 2.3. Both Parties agree that Appendix A, Data Processing Particulars, is an accurate description of the processing.

3. Licensor's obligations

- 3.1. We will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Licensee's written instructions. We will not process the Personal Data for any other purpose or in a way that does not comply with this agreement or the Data Protection Legislation. We will promptly notify the Licensee if, in our opinion, the Licensee's instruction would not comply with the Data Protection Legislation.
- 3.2. We will promptly comply with any Licensee request or instruction requiring us to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3. We will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Licensee specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires us to process or disclose Personal Data, we must first inform the Licensee of the legal or regulatory requirement and give the Licensee an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 3.4. We will ensure that persons authorised to process the personal data have committed themselves to confidentiality or under an appropriate statutory obligation of confidentiality.
- 3.5. As far as we are reasonably able to do so, we will assist the Licensee with meeting the Licensee's compliance obligations under the Data Protection Legislation, taking into account the nature of our processing and the information available to us, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation. This includes providing reasonable assistance to the Licensee in respect of ensuring compliance with the obligations pursuant to Article 32 to 36 GDPR, taking into account the nature of processing and information available to Quantarc.
- 3.6. On reasonable request from the Licensee, we will make available to the Licensee all information reasonably required to demonstrate compliance with the obligations laid down in the above Articles.

4. Licensor's Security Obligations

- 4.1. We will at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data. We will document those measures in

writing and periodically review them to ensure they remain current and complete, at least annually.

- 4.2. We will implement such measures to ensure a level of security appropriate to the risk involved.

5. Personal Data Breach

- 5.1. We will promptly and without undue delay, and where feasible no later than 72 hours of becoming aware, notify the Licensee if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable by contacting your Data Processing Officer.
- 5.2. We will promptly and without undue delay, and where feasible no later than 72 hours of becoming aware, notify the Licensee by contacting your Data Processing Officer if we become aware of:
 - (a) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (b) any Personal Data Breach.
- 5.3. Where we become aware of (a) and/or (b) above, we shall, without undue delay, also provide the Licensee with the following information:
 - (a) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) description of the measures taken, or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.
- 5.4. We will not inform any third party of any Personal Data Breach without first obtaining the Licensee's prior written consent, except when required to do so by law.

6. Subcontractors

- 6.1. Individuals who may undertake data processing tasks on behalf of Quantarc include:
 - (a) Directly employed staff: i.e. personnel who are on the company's payroll
 - (b) Bona fide sub-contractors: These are individuals who have worked for Quantarc for many years. They are not on the Company's payroll but they are covered by the Company's Professional Indemnity insurance policy.
- 6.2. The Licensee hereby acknowledges that Quantarc will use sub-processors and gives a general written authorisation to Quantarc to use sub-processors in relation to this Agreement. If the Licensee is notified by Quantarc of any change in sub-processors, they shall have 30 days to raise an objection.

7. Complaints, data subject requests and third party rights

- 7.1. We will take such technical and organisational measures as may be reasonably appropriate, and promptly, where feasible, no later than 5 days, provide such

information to the Licensee as the Licensee may reasonably require, to enable the Licensee to comply with:

- (a) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Licensee by any supervisory authority under the Data Protection Legislation.
- 7.2. We will promptly notify the Licensee if we receive any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 7.3. We will promptly notify the Licensee, and where feasible no later than 5 days, if we receive a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.
- 7.4. We will give the Licensee all reasonable co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 7.5. We will not disclose the Personal Data to any Data Subject or to a third party other than at the Licensee's request or instruction, or as provided for in this Policy or as required by law.

8. Data return and destruction

- 8.1. At the Licensee's request, we will give the Licensee a copy of or access to all or part of the Licensee's Personal Data in our possession or control in the format and on the media reasonably specified by the Licensee.
- 8.2. At the Licensee's request, we will securely delete or destroy or, if directed in writing by the Licensee, return and not retain, all or any Personal Data in our possession or control.
- 8.3. If any law, regulation, or government or regulatory body requires us to retain any documents or materials that we would otherwise be required to return or destroy, We will notify the Licensee in writing of that retention requirement, giving details of the documents or materials that we must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

9. Audits

- 9.1. Quantarc will, at its sole expense, allow for, cooperate with, and contribute to audits, including inspections, conducted by the Licensee or an agreed external auditor engaged by the Licensee, provided that the Licensee will be solely responsible for any costs in relation to the appointment or services undertaken by such auditor. Audits may be conducted: (i) from time to time on reasonable notice, but no more than once annually; (ii) during normal business hours and so as not to unreasonably interfere with Quantarc's performance of the services or unreasonably interfere with Quantarc's business; and (iii) during the term of this DPA.
- 9.2. Quantarc shall provide to the Licensee and its auditors and regulators reasonable assistance as they require for the purpose of performing an audit,

including access to the following: the place, premises and facilities from which the services will be performed; the systems (including software, networks, firewalls and servers) used to perform the services; and data, records, manuals and other information relating to the services.

- 9.3. Quantarc shall not be required to give auditors access to any information that may cause Quantarc to compromise its own internal, legal or regulatory compliance obligations, information that is subject to confidentiality obligations with its customers, vendors or other third parties, or commercially sensitive information (such as trade secrets). If an audit results in Quantarc being notified that it, or its Processing of Personal Data, is not in compliance with Data Protection Laws and Regulations, the Parties shall discuss such finding and, with respect to any such non-compliance, Quantarc shall promptly take all corrective actions necessary to achieve compliance to the reasonable satisfaction of the Licensee.

10. Records

We will keep written records regarding any processing of Personal Data we carry out for the Licensee, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing and a general description of technical and organisational security measures.

Appendix A

DATA PROCESSING PARTICULARS

The subject matter and duration of the Processing	For the provision of services as set out in the License Agreement. The duration of the processing will be as long as the Licensee engages with Licensor's services
The nature and purpose of the Processing	The Licensor will access the Licensee's databases in order to: • Provide software support (e.g. investigating issues reported by the Licensee); • Test software upgrades with Licensee specific data; • Test data scripts that are prepared by the Licensor at the request of the Licensee; • Enter Site/building survey data or other projects where data needs to be entered into the system.
The type of Personal Data being Processed	Account and Profile Information including: • Login Information • Service Information • ID • Full name • Title • Department(s) • Email addresses • Performance and Usage Data
The categories of Data Subjects	Staff and Students (details as above) Supplier / Contractor contact details including full name, email address and telephone number.