

Master Services Agreement

between

[Customer]

and

OneAdvanced Limited

Between:

ONEADVANCED LIMITED incorporated and registered in England and Wales whose registered office is at The Mailbox Level 3, 101 Wharfside Street, Birmingham B1 1RF ("OneAdvanced"); and

[CUSTOMER] [registered number] [address] ("Customer").

Whereas

In consideration of the Customer, agreeing to pay OneAdvanced the Charges indicated in the Service Order Schedule, OneAdvanced agrees to provide to the Customer the Services, and/or Deliverables referred to in the Service Order Schedule/s, upon the general terms and conditions of this Agreement.

SIGNED BY AND ON BEHALF OF

OneAdvanced Limited		[Customer]	
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	

1. DEFINITIONS AND INTERPRETATION

- 1.1 A reference to the Agreement shall be deemed to include: all of the terms and conditions; any Service Order Schedules entered into; the Schedules; and any Appendices or Annexes to such Schedules.
- 1.2 In this Agreement the following words shall have the meanings specified below.
- 1.2.1 **OneAdvanced Affiliate** means (i) OneAdvanced and any entity which from time to time is OneAdvanced's ultimate holding company or a subsidiary of such ultimate holding company of OneAdvanced and (ii) any entity over which from time to time any of the entities defined in (ii) either directly or indirectly exercises management control, even though it may own less than fifty per cent (50%) of the shares and is prevented by law from owning a greater shareholding.
- 1.2.2 **OneAdvanced Equipment** means any equipment, including tools, systems, cabling, facilities, provided by OneAdvanced or its sub-contractors and used directly, or indirectly in the supply of the Services, which are not the subject of a separate agreement between the parties under which title passes to the Customer.
- 1.2.3 **OneAdvanced Personnel** means all employees, agents, consultants, contractors and other representatives of OneAdvanced (or any OneAdvanced Affiliate or any of their respective sub-contractors) who are involved, or proposed to be involved, in the provision of the Services.
- 1.2.4 **Adequate Procedures** shall have the meaning prescribed to it under the section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).
- 1.2.5 **Agreement** means this Master Services Agreement including all Service Order Schedules, Appendices and Schedules.
- 1.2.6 **Associated Person** shall have the meaning prescribed to it under section 8 of the Bribery Act 2010, however this shall not be limited to a sub-contractor of either party.
- 1.2.7 **Applicable Law** means the law of England and Wales and any other laws or regulations, regulatory policies that apply to the provision of the Services.
- 1.2.8 **Business Day** means any day, which is not a Saturday, Sunday, public, or bank holiday in England and Wales.
- 1.2.9 **Business Hours** means 9:00 am to 5:00 pm on a Business Day.
- 1.2.10 **Changes** means any change to this Agreement including to any of the Services and/or Deliverables.
- 1.2.11 **Contract Change Control Note** means the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure, such record being in the form set out in Schedule One (Contract Change Control Procedure).
- 1.2.12 **Contract Change Control Procedure** means the procedure set out in Schedule One (Contract Change Control Procedure).
- 1.2.13 **Charges** means the charges for the Services and any Deliverables to be supplied, as such charges are set out in the Services Order Schedule.
- 1.2.14 **Contract Year** means a period of twelve (12) months, beginning on the Service Commencement Date and/or each anniversary of the Service Commencement Date.

- 1.2.15 **Customer Data** means all data provided to OneAdvanced or a OneAdvanced Affiliate by or on behalf of the Customer in connection with the provision of the Services, and includes the Customer's Personal Data.
- 1.2.16 **Customer Responsibilities** means the responsibilities of the Customer in relation to the Services as specified in the Agreement and/or the Service Order Schedule.
- 1.2.17 **Confidential Information** means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party and that party's representatives including but not limited to:
- 1.2.17.1 information which is identified as confidential;
 - 1.2.17.2 any information that would be regarded as confidential by a reasonable business person relating to: the business, affairs, customers, clients, suppliers, or plans of the disclosing party; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
 - 1.2.17.3 the terms of this Agreement;
 - 1.2.17.4 Customer Data;
 - 1.2.17.5 any information relating to any Intellectual Property Rights owned by either party; but not including any information that:
 - 1.2.17.6 is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives in breach of this Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
 - 1.2.17.7 was available to the recipient on a non-confidential basis prior to disclosure by the disclosing party; or
 - 1.2.17.8 was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party; or
 - 1.2.17.9 the parties agree in writing is not confidential or may be disclosed.
- 1.2.18 **Customer's Equipment** means any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
- 1.2.19 **Customer's Group** means the Customer, its ultimate holding company and all subsidiaries of its ultimate holding company.
- 1.2.20 **Customer's Site** means the location of the Customer where the Services will be delivered.
- 1.2.21 **Customer's System** means the computer systems (including the software, hardware and data comprised within them) in the possession or control of the Customer.
- 1.2.22 **Customer Third Party Provider** means any third party provider of services in connection with this Agreement in a direct contractual relationship with the Customer.
- 1.2.23 **Data Controller** has the meaning set out in the Data Protection Legislation.

- 1.2.24 **Data Protection Legislation** means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the following legislation to the extent applicable:
- 1.2.24.1 the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003;
 - 1.2.24.2 the General Data Protection Regulation (2016/679) and any national law issued under that regulation;
 - 1.2.24.3 national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and
 - 1.2.24.4 any laws or regulations that replace or supersede the legislation referred to in (1.3.1) to (1.3.3) from time to time.
- 1.2.25 **Data Processor** has the meaning set out in the Data Protection Legislation.
- 1.2.26 **Data Centre** means a Uptime Institute Tier 3 Standard or equivalent data centre within the EEA used by OneAdvanced in relation to the provision of the Services.
- 1.2.27 **Data Subject** has the meaning set out in the Data Protection Legislation.
- 1.2.28 **Deliverable** means any product or goods that are to be delivered by OneAdvanced or any OneAdvanced Affiliate to the Customer in the course of providing the Services, including any product or goods that are described as such in any Service Order Schedule.
- 1.2.29 **Document** means any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.2.30 **Effective Date** means the date of this Agreement.
- 1.2.31 **Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced (or any other regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States for as long as they are incorporated into Applicable Law) relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.
- 1.2.32 **Exit Services** means where identified in the Service Order Schedule, services, activities, processes and procedures designed to ensure a smooth and orderly transition of all or part of the Services from OneAdvanced to the Customer and/or a Replacement Supplier as described in the Exit Services Schedule.
- 1.2.33 **Force Majeure Event** has the meaning given in Clause 17 of the Agreement.
- 1.2.34 **Goods** means any equipment purchased from OneAdvanced under the Sales of Goods Terms.
- 1.2.35 **Good Industry Practice** means the exercise of the degree of skill, care and efficiency, which would be expected from an experienced organisation in providing the same or similar services as the Services.
- 1.2.36 **Incumbent Supplier** means the third party supplier providing identical or substantially similar services to the Services prior to the appointment of OneAdvanced.

- 1.2.37 **Intellectual Property Rights** means any trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto.
- 1.2.38 **Normal Business Hours** 8:30 hours to 18:00 hours local UK time on a Business Day.
- 1.2.39 **Personal Data** has the meaning set out in the Data Protection Legislation.
- 1.2.40 **Pre-existing Materials** means Intellectual Property Rights proprietary to OneAdvanced, which is or will be used by OneAdvanced for providing the Services, which comprise:
- 1.2.40.1 Intellectual Property Rights owned by OneAdvanced before the Effective Date for example those subsisting in OneAdvanced's documentation, development tools, program components or standard code used in computer programming or in physical or electronic media containing OneAdvanced's know-how or generic business methodologies;
 - 1.2.40.2 Third Party Intellectual Property Rights including Third Party Software;
 - 1.2.40.3 Software Intellectual Property Rights;
 - 1.2.40.4 Intellectual Property Rights created by OneAdvanced independently of this Agreement.
- 1.2.41 **Project Definition Document** means the statement of the scope, objectives and participants of the Transition Service.
- 1.2.42 **Regulatory Authority** means All governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of the Customer, OneAdvanced, this Agreement, the Services or the activities which are comprised in all or some of the Services or the use or application of the output from any part of the Services; and "**Regulatory Authority**" means any of them.
- 1.2.43 **Replacement Services** means any services which are identical or substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the termination or expiry of Agreement, whether the Customer provides those services internally or by any Replacement Supplier.
- 1.2.44 **Replacement Supplier** means any third party supplier of Replacement Services appointed by the Customer from time to time.
- 1.2.45 **Sale of Goods Terms** (if any) means OneAdvanced's sale of goods terms which apply in the event Goods are to be supplied or form part of the Services set out in a Service Order Schedule.
- 1.2.46 **Services Description** means the Services specified in the Service Order Schedule.
- 1.2.47 **Service Order Schedule** means a schedule of work to be undertaken by OneAdvanced, which may be entered into by the parties from time to time, incorporating the Service Description and the Charges for the Services and/or Deliverables.
- 1.2.48 **Service Commencement Date** means the date on which the Services under a Service Order Schedule are to commence.

- 1.2.49 **Services** means the services to be provided by OneAdvanced under this Agreement as set out in the relevant Service Order Schedule, together with any other services, which OneAdvanced agrees in writing to provide to the Customer.
- 1.2.50 **Service Credits** (if applicable) means a credit note issued by OneAdvanced to the Customer in the circumstances of OneAdvanced's failure to achieve relevant Service Levels set out in the Service Order Schedule.
- 1.2.51 **Service Levels** means the standards of service or service objectives specified in the Service Order Schedule, which OneAdvanced shall endeavour to achieve in the performance of the relevant Services.
- 1.2.52 **Service Term** means the term of the Services detailed in the Service Order Schedule.
- 1.2.53 **Software** means any software provided by OneAdvanced to the Customer as part of the Services or the Deliverables, other than Third Party Software.
- 1.2.54 **Term** has the meaning given in Clause 2.
- 1.2.55 **Termination Charges** means the Termination Charges specified in the Service Order Schedule.
- 1.2.56 **Termination Date** means the date of termination of this Agreement (and/or Service Order Schedule) for whatever reason.
- 1.2.57 **Transition Service(s)** means the services provided by OneAdvanced to transition the Service pursuant to the provisions of a Service Order Schedule.
- 1.2.58 **Third Party Provider** means the third party service providers listed in the Service Order Schedule, or as otherwise used by the Customer from time to time.
- 1.2.59 **Third Party Software** means any software supplied by OneAdvanced to the Customer as part of the Services and/or Deliverables, which are not owned by OneAdvanced or an OneAdvanced Affiliate.
- 1.2.60 **Transfer Regulations Schedule** (if applicable) means the Schedule which sets out OneAdvanced's and the Customer's obligations with regards to Employment Regulations.
- 1.3 A reference to a clause, sub clause, Schedule or Appendix, is unless otherwise stated a reference, to such clause, sub clause, schedule or appendix to the Agreement.
- 1.4 All references in the Agreement to a gender are to be construed to include the other gender and the neuter.
- 1.5 Where the context so requires all references in the Agreement to the singular shall be construed to include references to the plural and vice versa.
- 1.6 In the case of conflict or ambiguity, the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict (with the first document listed taking first priority, the second having second priority, and so on): the relevant Service Order Schedule; the Sales of Goods Terms (if Goods form part of the Service Order Schedule) and this Agreement; and any other document incorporated by reference into any of the above, and the document higher in the order of precedence will prevail to resolve the conflict.
- 1.7 The terms holding company and subsidiary have the meanings given to them in the Companies Act 2006.

- 1.8 A person includes a corporate or unincorporated body (whether or not having separate legal personality).

2. COMMENCEMENT AND TERM

- 2.1 This Agreement commences on the Effective Date and shall, continue in full force and effect unless and until it is terminated in accordance with Clause 16 (the “Term”), or until all Service Terms specified in any Service Order Schedules have expired.
- 2.2 The Service Term of each Service Order Schedule shall detailed in the relevant Service Order Schedule.

3. DELIVERABLES

- 3.1 The Services, and/or the Deliverables to be supplied by OneAdvanced to the Customer are set out in the relevant Service Order Schedule.
- 3.2 Each executed Service Order Schedule shall constitute an individual contract for the supply of Services and/or Deliverables under, and subject to, the terms of this Agreement. In the absence of an agreed and executed Service Order Schedule, OneAdvanced shall not be under any obligation to provide any services and/or deliverables to the Customer under this Agreement.
- 3.3 OneAdvanced shall use reasonable endeavours to perform its obligations within any time stated in this Agreement. Any such time is, however, approximate only and time for such delivery or performance shall not be of the essence of this Agreement.

4. ONEADVANCED’S OBLIGATIONS

- 4.1 In providing the Services, OneAdvanced shall:
- 4.1.1 provide the Services and Deliverables in accordance with the provisions of the Service Order Schedule and the terms of this Agreement;
 - 4.1.2 provide the Services and Deliverables in accordance with Good Industry Practice;
 - 4.1.3 comply with all applicable health, safety, security and other office procedures, rules and regulations notified to OneAdvanced by the Customer from time to time, provided that OneAdvanced shall not be liable under this Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Agreement;
 - 4.1.4 provide the Services and Deliverables in accordance with the Applicable Laws;
- 4.1.1 allocate sufficient resources to provide the Services; and
- 4.1.2 use personnel who are suitably skilled and experienced in the provision of the Services.
- 4.2 OneAdvanced shall maintain throughout the duration of each Service Order Schedule adequate and reasonable insurance cover with a reputable insurer in relation to OneAdvanced’s risks under any Service Order Schedule.
- 4.3 OneAdvanced reserves the right to suspend all or any of the Services without notice, however, OneAdvanced will give the Customer thirty (30) days written notice, and shall provide prompt notice where the suspension requirement is an emergency, and without prejudice to OneAdvanced’s rights pursuant to clause 16, if:
- 4.3.1 the Customer knowingly does or suffers to be done anything which jeopardises (in OneAdvanced’s reasonable opinion) the Service and/or Software or any network to which it is from time to time connected;

- 4.3.2 OneAdvanced is obliged to comply with an order, instruction or request of Government, Court, law enforcement agency or other competent administrative or Regulatory Authority; or
 - 4.3.3 it is necessary to do so in order to protect the Customer's systems from damage or harm.
- 4.4 Suspension shall not affect the liability of the Customer to pay any Service Charges and other amounts valid and due to OneAdvanced under this Agreement.
- 4.5 If the Services or Deliverables are not provided in accordance with the Service Order Schedule, OneAdvanced will correct any such non-compliance promptly and to ensure that the Service or Deliverable is provided in accordance with the Service Order Schedule. This obligation shall not apply to the extent that any non-compliance is caused by the act or omission of the Customer, or a third party under the control of the Customer. Such correction constitutes the Customer's sole and exclusive remedy for any breach of Clause 4.5.
- 4.6 Notwithstanding the foregoing, OneAdvanced does not warrant that the Customer's use of the Service or Deliverable will be uninterrupted or error free.
- 4.7 This Agreement shall not prevent OneAdvanced from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.
- 4.8 OneAdvanced may at any time during the Term move the Services to an alternative Data Centre subject (where practicable and possible) to six (6) months' prior written notice. For the avoidance of doubt this notice period may be less in circumstances when OneAdvanced (acting reasonable) believes it is beneficial to the Customer and other OneAdvanced's customers to move to an alternative Data Centre in a shorter time period.

5. CUSTOMER OBLIGATIONS

- 5.1 The Customer shall:
 - 5.1.1 provide OneAdvanced with access to appropriate members of the Customer's staff in order for OneAdvanced to discharge its obligations under this Agreement;
 - 5.1.2 respond to and provide documentation, data and other information as OneAdvanced reasonably requests in order for OneAdvanced to perform its obligations under the Agreement;
 - 5.1.3 provide access to any of OneAdvanced's Personnel to Customer Sites which is reasonably required in connection with the provision of the Services, such access to be during the Customer's normal working hours in each Business Day;
 - 5.1.4 comply with all Applicable Laws in relation to its obligations under the Agreement;
 - 5.1.5 not use any Hardware, Software or the Services in a manner inconsistent with OneAdvanced's reasonable instructions or any acceptable use policy as notified to the Customer by OneAdvanced from time to time;
 - 5.1.6 carrying out all other Customer obligations and responsibilities set out in the Agreement in a timely and efficient manner; and
 - 5.1.7 comply with any Software licence terms in accordance with any licencing provisions in the Service Order Schedule.
- 5.2 The Customer agrees that it shall not use the Services and/or Deliverables in a manner that is likely to:

- 5.2.1 contravene any laws or regulations including, without limitation, the Computer Misuse Act 1990;
- 5.2.2 compromise the security and/or integrity of the network or other systems including, but without limitation, introducing viruses or failing to employ appropriate security procedures (other than to the extent that such security procedures are specifically to be provided by OneAdvanced pursuant to the provisions of a Service Order Schedule);
- 5.2.3 involve the sending of unsolicited marketing or advertising materials;
- 5.2.4 result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any third party's intellectual property rights, Confidential Information or privacy.
- 5.3 The Customer shall, during the Term, indemnify OneAdvanced and keep OneAdvanced indemnified against all losses, damages, costs or expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid OneAdvanced arising from any breach of the Customer's obligations under Clause 5.2.
- 5.4 The Customer is responsible for data cleaning, and for the integrity of any data, including Customer Data, provided to OneAdvanced.
- 5.5 Except to the extent OneAdvanced has specifically agreed in the Service Order Schedule to provide a back-up service as a part of the Services, the Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process in accordance with Good Industry Practice.
- 5.6 The Customer is responsible for obtaining all required licences or other consents to enable OneAdvanced to have access to the Customer's System for the purpose of providing the Services, and is solely responsible for any costs associated with obtaining such licences and consents.
- 5.7 Except, as expressly set out in an Service Order Schedule, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Services.
- 5.8 The Customer warrants that any equipment provided to OneAdvanced for the provision of the Services is of an appropriate age and performance standard, and is maintained by appropriate hardware breakfix maintenance services in line with Good Industry Practice.
- 5.9 Wherever OneAdvanced Equipment is delivered and/or installed on a Customer Site the Customer is responsible for insuring the OneAdvanced Equipment upon delivery to the Customer Site.
- 5.10 Wherever Customer Equipment is delivered and/or installed on a OneAdvanced premise(s) including where applicable a OneAdvanced Data Centre, the Customer is responsible for insuring the Customer Equipment upon delivery to the OneAdvanced premises and/or Data Centre.

6. THIRD PARTY PROVIDERS

- 6.1 Where OneAdvanced's performance of its obligations under this Agreement involves or utilises services provided or supplied by a Customer Third Party Provider:
 - 6.1.1 the Customer agrees to fully comply with the terms and conditions of the Customer Third Party Providers applicable to the services and agrees to indemnify OneAdvanced against any act or omission of the Customer its employees, agents and sub-contractors that causes OneAdvanced to be in breach of the Customer Third Party Provider terms and conditions; and

6.1.2 the Customer agrees and acknowledges that OneAdvanced cannot and does not commit to ensuring that the services provided by a Customer Third Party Provider are performing (or will perform) to any particular standard or service level.

6.2 The Customer agrees not to misuse, use inappropriately or illegally, or interfere with any equipment, software or services provided by any Customer Third Party Providers.

7. CUSTOMER DATA

7.1 In the event of any loss or damage to Customer Data caused directly by OneAdvanced, the Customer's sole and exclusive remedy shall be for OneAdvanced to use reasonable endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by OneAdvanced in accordance with its archiving procedure. OneAdvanced shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by OneAdvanced to perform services specifically related to Customer Data).

8. SUB-CONTRACTORS

8.1 OneAdvanced shall not sub-contract any of its obligations under this Agreement to a sub-contractor other than the sub-contractors specified in the Service Order Schedule without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed. Any sub-contractor approved by the Customer in accordance with this clause 8 shall, for the purposes of this Agreement, be referred to as an "**Approved Subcontractor**".

8.2 OneAdvanced shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own.

9. CHARGES

9.1 In consideration of the provision of the Services by OneAdvanced in accordance with the Agreement, the Customer shall pay the Charges as detailed in the Service Order Schedule.

9.2 The Customer shall reimburse OneAdvanced for all pre agreed reasonable travel, living and accommodation expenses which are reasonably incurred by OneAdvanced in performance of the Services, where such performance requires travel to the Customer's premises.

9.3 The Charges and all other amounts stated or referred to in the Agreement are exclusive of value added tax, which shall be added to OneAdvanced's invoice(s) at the appropriate rate.

9.4 Charges are subject to annual increase in accordance with the then prevailing Retail Price Index Percentage.

9.5 The Customer shall pay all invoices within thirty (30) days from the date of an invoice from OneAdvanced (Due Date). Interest shall accrue on any overdue amounts at the rate of 8% over the base lending rate of HSBC Bank plc, commencing on the Due Date and continuing until fully paid, whether before or after the judgement.

9.6 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

9.6.1 the Customer shall notify OneAdvanced in writing as soon as reasonably practicable;

9.6.2 the Customer shall pay the balance of the invoice which is not in dispute by the Due Date;

- 9.6.3 to the extent that the Customer is obliged, following resolution of the dispute, to pay an amount, then OneAdvanced may charge interest in accordance with clause 9.4 from the original Due Date until the date of payment; and
- 9.6.4 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within twenty (20) Business Days and, where OneAdvanced is required to issue a credit note, it shall do so within twenty (20) Business Days.
- 9.7 If full payment of an invoice is not made by the Customer
 - 9.7.1 within ten (10) Business Days following the Due Date then, without prejudice to OneAdvanced's other rights, OneAdvanced may suspend any further deliveries of any Services and/or Deliverables under the Agreement (or any other contract between OneAdvanced and the Customer) on thirty days prior written notice until payment is made in full; and
 - 9.7.2 further to clause 9.7.1, OneAdvanced subsequently reserves the right, without prejudice to OneAdvanced's other rights, to terminate the Agreement in accordance with Clause 16.
- 9.8 OneAdvanced may on thirty days written notice alter the amount of any Charges for the Services during the Service Term, to pass on to the Customer any increase in charges related to the provision of the Services which are imposed by a third party supplier on OneAdvanced.
- 9.9 The Charges specified in the Service Order Schedule are exclusive of, and may be increased without notice as a result of, the imposition by any relevant authority of any tax, impost, levy or charge including but not limited to any 'green levy' such as the carbon reduction commitment or the climate change levy, and non-domestic rates on fibre optic networks. For the avoidance of doubt, only the evidenced actual amount will be passed on to the Customer .

10. CONTRACT CHANGE CONTROL

- 10.1 In the event either party identifies a need to make a Change to this Agreement, the Customer may at any time request, and OneAdvanced may at any time recommend, such Change in accordance with the provisions of Schedule One (Contract Change Control Procedure).
- 10.2 Neither party shall unreasonably withhold its agreement to any Change.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges and agrees that all Intellectual Property Rights in to the Pre-existing Materials and the Software are owned by or licensed by OneAdvanced or the relevant OneAdvanced Affiliate. Subject to Clause 11.2, OneAdvanced hereby licenses all such rights other than the Third Party Software to the Customer on a non-exclusive, royalty-free, non-transferable basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services in accordance with the terms of this Agreement. If this Agreement is terminated for whatever reason, this licence will automatically terminate.
- 11.2 The Customer acknowledges that: (i) its use of any Third Party Software is conditional on compliance with the licence terms and conditions applicable to such Third Party Software, as notified to the Customer by OneAdvanced or where applicable set out in the Service Order Schedule; and (ii) it shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such Third Party Software.
- 11.3 The Customer will not copy, decompile or modify the Software or Third Party Software (except as permitted by law) and will not distribute or disclose the Software to any third party other than as expressly permitted in the applicable Service Order Schedule or as otherwise stipulated in the licence terms.

12. CONFIDENTIALITY

- 12.1 Except to the extent set out in this Clause 12, or where disclosure is expressly permitted elsewhere in the Agreement, each party shall:
- 12.1.1 treat the other party's Confidential Information as confidential; and
 - 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2 Clause 12.1 shall not apply to the extent that:
- 12.2.1 such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
 - 12.2.2 such information was obtained from a third party without obligation of confidentiality; or
 - 12.2.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of the Agreement; or
 - 12.2.4 such information was independently developed without access to the other party's Confidential Information.
- 12.3 OneAdvanced may only disclose the Customer's Confidential Information to OneAdvanced's Personnel who are directly involved in the provision of the Services and who need to know the information. OneAdvanced shall ensure that such OneAdvanced's Personnel are aware of, and comply with, these confidentiality obligations.
- 12.4 OneAdvanced shall not, and shall procure that OneAdvanced's Personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Agreement.

13. WARRANTIES

- 13.1 OneAdvanced warrants that:
- 13.1.1 it will provide the Services and Deliverables with reasonable skill and care and in accordance with Good Industry Practice;
 - 13.1.2 it has full power and authority to enter into the Agreement, and shall obtain all approvals and consents where necessary for the fulfilment of its obligations under the Agreement.
- 13.2 The above warranties are in lieu of all other express or implied warranties or conditions including, but not limited to, implied warranties or conditions of merchantability and fitness for a particular purpose. OneAdvanced specifically denies any implied or express representation that the Services and/or Deliverables will be fit:
- 13.2.1 to operate in conjunction with any other hardware items or software products other than with those hardware items and software products that are identified in Service Order Schedule as being compatible with the Services and/or Deliverables; or
 - 13.2.2 to operate uninterrupted or error-free.
- 13.3 Any unauthorised modifications, use or improper installation of the Services and/or Deliverables by the Customer shall render all OneAdvanced's warranties null and void.
- 13.4 The Customer warrants that it has full power and authority to enter into this Agreement and to perform its obligations under Agreement.

14. LIMITATIONS OF LIABILITY

14.1 Except as expressly and specifically provided in this Agreement:

14.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. OneAdvanced shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to OneAdvanced by the Customer in connection with the Service, or any actions taken by OneAdvanced at the Customer's direction; and

14.1.2 all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

14.2 Neither party limits its liability for:

14.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or

14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 breach of any obligation as to title implied by statute; or

14.2.4 any other act or omission, liability for which may not be limited under Applicable Law.

14.3 Subject to clause 14.2 and 14.5 OneAdvanced's total aggregate liability:

14.3.1 in respect of Services Credits, is limited, in each Contract Year to the value specified in the Service Order Schedule;

14.3.2 under or in connection with each Service Order Schedule for direct losses in contract, tort, misrepresentation, breach of statutory duty or otherwise shall be limited to the total Charges paid and/or payable by the Customer to OneAdvanced under the applicable Service Order Schedule in the 12-month period preceding any claim (or in the case of a claim in the first year following the Effective Date, the total Charges payable in the first 12 months under the applicable Service Schedule);

14.4 Each of the liability caps set out in this clause shall operate as a separate liability cap for the matters covered by the liability cap in question.

14.5 Subject to clause 14.2, in no event will OneAdvanced be liable to the Customer in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to software or data which it contains during repair or upgrade whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or in connection with the Agreement and whether or not foreseeable or made known to OneAdvanced.

14.6 Where Service Credits are provided as a remedy for failure to meet Service Levels in respect of the relevant Services it shall be the Customer's exclusive financial remedy in respect of such failure, except where:

14.6.1 the failure to perform the Services in accordance with the Service Levels has arisen due to theft, negligence, fraud, or wilful default on the part of OneAdvanced, its Affiliate or their respective employees or subcontractors;

14.6.2 such failure results in:

14.6.2.1 corruption or loss of Customer Data;

14.6.2.2 financial loss to the Customer including legal fees; or

14.6.3 the Customer is entitled to terminate the Agreement in accordance with Clause 16 of the Agreement.

14.7 The parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 14 is held to be invalid under any Applicable Law, it shall, to that extent, be deemed omitted. If any party becomes liable for loss or damage which would otherwise have been excluded, that liability shall be subject to the other limitations and provisions set out in this clause 14.

14.8 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

15. DATA PROTECTION

15.1 With respect to the parties' rights and obligations under the Agreement, the parties agree that the Customer is the Data Controller and that OneAdvanced is the Data Processor. Both parties agree to comply with the provisions of Schedule Six (Data Protection).

16. TERMINATION

16.1 Without prejudice to any rights of termination set out elsewhere in this Agreement, OneAdvanced, by giving written notice to the Customer, may terminate this Agreement with effect from the date specified in the notice of termination, which date shall not fall before the expiry of the notice period described below, if the Customer fails to pay any sum due to OneAdvanced, where such sum remains unpaid for ten (10) Business Days after OneAdvanced has given notice to the Customer that such sum has not been paid.

16.2 Either party shall be entitled to terminate this Agreement if the other party:

16.2.1 is in material breach of this Agreement and shall have failed (where the breach is capable of remedy) to remedy the breach within thirty (30) days of the receipt of a request in writing from the other party to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement; or

16.2.2 becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986; or

16.2.3 is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

16.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency), or has a petition presented to any court for its winding-up or for an administration order; or

16.2.5 has ceased or threatened to cease to trade.

16.3 On termination of the Agreement the parties shall comply with the provisions of Schedule Three (Exit Management).

- 16.4 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 16.5 On termination of this Agreement (however arising) the following Clauses shall survive and continue in full force and effect:
- 16.5.1 Clause 11;
 - 16.5.2 Clause 12;
 - 16.5.3 Clauses 14;
 - 16.5.4 Clause 30;
 - 16.5.5 Clause 31; and
 - 16.5.6 any provisions in the Service Order Schedule (including the Appendices thereto) which state they survive termination of the Agreement.

17. FORCE MAJEURE

- 17.1 A party, provided that it has complied with the provisions of Clause 17.3, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**"). The corresponding obligations of the other party will be suspended to the same extent.
- 17.2 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 17.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 17.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 17.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable, and resumes the performance of its obligations as soon as reasonably possible.
- 17.3 If the Force Majeure Event prevails for a continuous period of more than 90 days, either party may terminate this Agreement and/or any Service Order Schedule by giving seven days' written notice to the other party. On the expiry of this notice period, this Agreement and/or the relevant Service Order Schedule will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement or any Service Order Schedule occurring prior to such termination.
- 17.4 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

18. ANTI BRIBERY

- 18.1 Both parties warrant that they shall:
- 18.1.1 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and all Applicable Laws;

- 18.1.2 have and shall maintain throughout the Term of this Agreement its own policies and procedures, including but not limited to Adequate Procedures in accordance with the Bribery Act 2010, to ensure compliance with relevant requirements and will enforce them where appropriate;
 - 18.1.3 report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Agreement or any agreement between the parties subsequent to this Agreement.
- 18.2 Either party may be entitled to terminate the Agreement if they have reasonable grounds and sufficient proof to believe that the other party is guilty of corruption or any offences under the Bribery Act 2010 and all Applicable Laws.
- 18.3 The Customer shall not, and shall procure that its employees, agents and/or subcontractors shall not:
 - 18.3.1 offer, give or agree to give any person employed by or on behalf of OneAdvanced or OneAdvanced Affiliate any gift of consideration of any kind as an inducement or reward for doing or have done or not doing an act in relation to the performance of the Services, or for showing or not showing favour or disfavour to any person in relation to the performance of the services;
 - 18.3.2 enter into this Agreement or any other contract with OneAdvanced in connection with which commission has been paid or agreed to be paid by it or on behalf or to its knowledge unless, before such contract is entered into, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof are disclosed; or
 - 18.3.3 contravene with any laws or regulations, including without limitation to Bribery Act 2010.

19. VARIATION

- 19.1 This Agreement may not be varied except by an agreement in writing expressed to vary the Agreement signed by duly authorised representatives of the parties.

20. WAIVER

- 20.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 20.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

21. SEVERANCE

- 21.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of the Agreement that is fundamental to the accomplishment of the purpose of the Agreement is held to any extent to be invalid, OneAdvanced and the Customer shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

22. NON-SOLICITATION AND EMPLOYEES

- 22.1 During the Term and for a period of six (6) months after its termination, each party undertakes with the other that without the prior written consent of the other it will not on its own account or

for any other person, firm company or other entity and whether directly or indirectly solicit, interfere with or endeavour to entice away any employee of the other or any employee of any company associated with the other with whom the first such party has dealt in relation to the Agreement or any ancillary arrangement to the Agreement.

- 22.2 If either party hires an employee of the other party in breach of clause 22.1, the hiring party shall pay to the other party an amount equal to six (6) months of the full value of the salary that the employee was receiving at the time of their resignation. The parties agree that this is a genuine estimate of the loss that would result from a breach of this clause.
- 22.3 Should the Employment Regulations apply either on: entry to the Agreement, any Service Order Schedules or; the termination or expiry of all or part of any contract (including without limitation this Agreement or any Service Order Schedule) between the Customer and OneAdvanced or any other provision of the Services, the provisions of Schedule Five (Transfer Regulations) shall apply.

23. ENTIRE AGREEMENT

- 23.1 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all proposals or prior agreements, arrangements and undertakings (whether orally or in writing) between the parties relating to the subject matter of this Agreement.
- 23.2 The Customer undertakes that it has not entered into this Agreement in reliance on any representation, promise or statement which is not expressly set out in this Agreement. Except as expressly provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law.

24. ASSIGNMENT

- 24.1 This Agreement is personal to the parties. Neither party shall assign, novate, or otherwise dispose of this Agreement, except as permitted by this Clause without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 24.2 The Customer and OneAdvanced (each an "Assignor") shall be entitled to assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Agreement without the consent of the other party: (i) to any of that Assignor's Group Companies provided that the Assignor can provide sufficient evidence to reasonably establish on the balance of probabilities that such Group Company is of sufficient financial standing so as to be able to honour its payment and other financial obligations under this Agreement; (ii) to any legal entity purchasing substantially the whole of the business to which the Services relate provided that it agrees to provide guarantees sufficient to safeguard the payment and other financial obligations under this Agreement.

25. RELATIONSHIP OF THE PARTIES

- 25.1 Nothing in the Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

26. THIRD PARTY RIGHTS

- 26.1 This Agreement is made for the benefit of the parties to it, and (where applicable) their successors and permitted assigns and does not create, and shall not be construed as creating,

any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to the Agreement.

27. NOTICES

- 27.1 Any notice to be given or made by either party under or in connection with this Agreement shall be in writing and shall be given or made to other at its registered address (or to such other address as either party to this Agreement may from time to time notify to the other in writing in accordance with this clause). Every notice, if so addressed, shall be deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant party, if sent by prepaid first class post, two (2) Business Days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 16.00 GMT hours on a Business Day, such notice shall be deemed to be given or made at 09.00 GMT hours on the next Business Day.

28. DISPUTE RESOLUTION

- 28.1 If a complaint or dispute (a "**Dispute**") arises in connection with this Agreement, then, without prejudice to either party's other rights and remedies, OneAdvanced and the Customer shall operate the procedures set out in Schedule Two (Dispute Resolution).

29. COUNTERPARTS

- 29.1 This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument which shall only be deemed executed when counterparts executed by both parties are delivered.

30. PUBLICITY.

- 30.1 Notwithstanding clause 12 (Confidentiality) of this Agreement The Customer grants OneAdvanced a non-exclusive, revocable, right to use the Customer trademark(s) for the purposes outlined in this clause 30 and the Customer agrees that OneAdvanced may publish the Customer's company name, Customer's company logo, make announcement(s) that the Customer is a customer of OneAdvanced, and/or make references to this Agreement both on the OneAdvanced website and elsewhere in the press/media.
- 30.2 The Customer may withdraw consent for this usage at any time by emailing branding.consent@oneOneAdvanced.com (or by post, sending a letter the OneAdvanced address at the beginning of this Agreement, clearly addressed to the Marketing Department) with the title "Withdrawn branding consent". The Customer must also clearly state in the body of the message a) the Customer name as it appears in this Agreement, and b) that the Customer is withdrawing branding consent from OneAdvanced. On receipt of this message OneAdvanced will use reasonable endeavours to remove the Customer information and branding from the OneAdvanced website, and OneAdvanced agree not to add Customer information into any new material from that date; however the Customer accepts that OneAdvanced cannot remove Customer information from existing tangible materials or areas where it has been published prior to branding consent being withdrawn (i.e. press releases already published to or issued on a third party website).
- 30.3 Should OneAdvanced wish to quote the Customer, use Customer information in a case study, and/or use Customer information in any other way not expressly detailed herein for

OneAdvanced promotional/publicity purposes the Customer agrees that the Customer may do so, subject to the Customer's prior written consent which may not be unreasonably withheld.

31. APPLICABLE LAW AND JURISDICTION

- 31.1 The construction, performance and validity of this Agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

SERVICE ORDER SCHEDULE

This Service Order Schedule is made between

ONEADVANCED LIMITED whose registered office is The Mail Box Level 3, 101 Wharfside Street, Birmingham B1 1RF("OneAdvanced")

And

[CUSTOMER] [Company number] [Customer address]("Customer"),

pursuant to the Agreement dated **[insert signature date]**

Signature by the Customer of this Service Order Schedule shall represent the Customer's acceptance of the provisions of the Service Order Schedule which constitutes a separate binding contract between OneAdvanced and the Customer.

1. SERVICE DESCRIPTION

- 1.1 Provision of the Services detained in Appendix A (Service Descriptions). The Services will be delivered in accordance with the Service Levels in Appendix B (Service Levels).
- 1.2 Service Credits are capped to the percentage set out in paragraph 6 of Appendix B (Service Levels).

2. EFFECTIVE DATE

- 2.1 The Effective Date is the signature date of the Service Order Schedule

3. SERVICE COMMENCEMENT DATE

- 3.1 The Service Commencement Date is the **[]**.

4. SERVICE TERM

- 4.1 The Service Term is a period of **[]** months from the Service Commencement Date.

5. SUB CONTRACTORS

- 5.1 Subject to the provisions of clause 8.1 of the Agreement the Approved Subcontractors are:

5.1.1 **[add relevant detail]**

6. CHARGES AND INVOICING

- 6.1 The Charges and the invoicing details are specified in Appendix C.
- 6.2 All Charges exclude Value Added Tax which shall be added to the invoice at the then prevailing rate.
- 6.3 All Charges exclude reasonable, travel, living and accommodation expenses.

7. SERVICENOW

- 7.1 The Customer agrees to abide by the ServiceNow terms and conditions in relation to the "Client" obligations which can be found at the following link: [Third Party Terms | OneAdvanced](#).
- 7.2 In particular the Customer:

-
- 7.2.1 shall use the ServiceNow Service solely for its internal business purposes (and not for further distribution to any third party);
 - 7.2.2 shall use the ServiceNow Service solely as described in this Contract Change Control Note and the terms in the link above;
 - 7.2.3 shall ensure that they shall not exceed, the rights provided in the Agreement, and the terms of the link above;
 - 7.2.4 shall not (and will not permit others to): (i) use it in excess of contractual usage limits (including as set forth in the Agreement, or in a manner that circumvents usage limits or technological access control measures; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated in the Agreement; (iii) access it for the purpose of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; (iv) disassemble, reverse engineer, or decompile it; (v) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in the link above; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other Intellectual Property Right (including the rights of publicity) without first obtaining permission of the owner; (viii) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or (ix) access or disable any ServiceNow or third-party data, software, or network. Before the Customer engages in any of the foregoing acts that it believes it may be entitled to, it will provide ServiceNow with 30-days' prior notice to legalnotices@servicenow.com, and reasonably requested information to allow ServiceNow to assess the Customer's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's Intellectual Property Rights or other rights.
 - 7.2.5 agrees to take all necessary and proper actions to ensure that any ServiceNow Intellectual Property offered, delivered, or licensed is made available solely as "commercial computer software" or "commercial item" as those terms are used in applicable procurement regulations, and that the rights of the Customer to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation, including without limitation Federal Acquisition Regulation (FAR) for civilian agency purchases and the Department of Defense (DOD) FAR Supplement (DFARS).
 - 7.2.6 acknowledges that all Intellectual Property Rights in the ServiceNow Subscription Service and ServiceNow Core Technology are owned exclusively by ServiceNow;
 - 7.2.7 agrees that ServiceNow are a third-party beneficiary to the Agreement.
 - 7.3 For the purposes of this Service and subject to the provisions of Data Protection Legislation obligations in the Agreement the Customer agrees to ServiceNow being a Sub processor. The details of the Sub processing are as follows:
 - 7.3.1 holding first and last names;
 - 7.3.2 corporate email addresses;
 - 7.3.3 corporate telephone numbers;
 - 7.3.4 corporate device details i.e. make, model, asset, location; and

7.3.5 Ticket data.

8. APPENDICES AND SCHEDULES

8.1 The following Appendices form part of the Service Order Schedule and the Agreement:

Appendix A	Services
Appendix B	Service Levels
Appendix C	Charges and Invoicing

8.2 The following Schedules form part of the Service Order Schedule and the Agreement.

Schedule One	Contract Change Control Procedure
Schedule Two	Dispute Resolution
Schedule Three	Exit Management
Schedule Four	Governance
Schedule Five	Transfer Regulations
Schedule Six	Data Protection

SIGNED BY FOR AND BEHALF OF

OneAdvanced Limited		[Customer]	
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	

APPENDIX A SERVICES

This Appendix is underpinned by a number of OneAdvanced policies which follow ITIL protocol. These policies are used as the basis of creating the Customer's Services. These ITIL policies and protocols are available to the Customer at the weblink below.

[TBC]

Updates to this link are managed in accordance with the provisions of the Contract Change Control Procedure.

In the event of any conflict with any term used with the ITIL policies which are stored in the Customer weblink above and this Appendix; the-provisions of this Appendix shall prevail.

APPENDIX A Annex One

1. SERVICE SUMMARY

1.1 Service Summary Table

Service Description	Hours of Service	Parameters

2. APPLICATIONS

2.1 OneAdvanced Managed Applications as part of the Service.

Application	Service Description

3. CUSTOMER MANAGED APPLICATIONS

Application	Service Description

4. THIRD PARTY PROVIDERS

4.1 OneAdvanced Third Party Providers

Application/Service	Description	Third Party Provider Name

4.2 Customer Third Party Providers and associated support contracts are available under the link below. Updates to this link shall be managed in accordance with the provisions of the Contract Change Control Procedure.

[TBC]

APPENDIX B - SERVICE LEVELS

1. OVERVIEW

- 1.1 This document details the Service Levels for the Services identified in the Service Order Schedule.

2. SERVICE DESK

- 2.1 OneAdvanced will provide:
- 2.1.1 a Service Desk during the hours of 08:00 hours to 18:00 hours Monday to Friday excluding English and Welsh public holidays.
 - 2.1.2 the functionality to enable the Customer to log Incidents by means of telephone, email or the Service Desk portal.
- 2.2 In respect of each Service Level, OneAdvanced will report:
- 2.2.1 on a monthly basis the Actual Service Level achieved; and
 - 2.2.2 on a quarterly basis details of any Service Credits due.

3. SERVICE LEVEL NOTIFICATION

- 3.1 In the event that OneAdvanced fails to meet any Target Service Level, OneAdvanced will:
- 3.1.1 notify the Customer of such failure;
 - 3.1.2 investigate the underlying causes of such failure;
 - 3.1.3 take whatever reasonable action is necessary to prevent such a failure from occurring or recurring; and
 - 3.1.4 advise the Customer of the status of preventative or remedial efforts being undertaken with respect to the underlying cause of such a failure;
 - 3.1.5 regularly keep the Customer advised.

4. SCHEDULED AND EMERGENCY MAINTENANCE

- 4.1 OneAdvanced reserve the right to carry out Scheduled Maintenance on Hardware and/or Software used to provide the Services. The Scheduled Maintenance may require temporary suspension of some or all of the Services.
- 4.2 Where Scheduled Maintenance will affect the Availability of the Service OneAdvanced will give the Customer at least five (5) Business Days prior notice, and will use reasonable endeavours to perform such work in a way to keep disruption to a minimum.
- 4.3 Where practicable, OneAdvanced will undertake Scheduled Maintenance during periods of low activity, as agreed through the Change Control Procedure.
- 4.4 OneAdvanced reserves the right to undertake Emergency Maintenance, giving the Customer as much prior notice as is practicable in the circumstance whereby Emergency Maintenance is necessary in order to:
- 4.4.1 maintain the integrity of the Service, and/or
 - 4.4.2 avoid potential disaster and/or prevent the occurrence of a more prolonged failure.

- 4.5 OneAdvanced will have no liability for the non-provision, or delay in the provision of the Service during any period of Scheduled Maintenance or Emergency Maintenance.
- 4.6 If the Customer prevents OneAdvanced from carrying out Scheduled Maintenance, OneAdvanced will continue to provide the affected Service, but in no event have any liability, or be in breach of agreed Service Levels in relation to that Service (where such non-provision, delay, or failure to achieve a Service Level is as a result of Scheduled Maintenance).

5. SERVICE LEVELS

- 5.1 The Service Desk will agree an initial Incident Priority Level with the Customer in accordance with the table below. All Incidents logged with the Service Desk will be assigned an Incident Priority Level from critical to low based on the business impact to the Customer. This may be changed if agreed by both parties.
- 5.2 OneAdvanced will review the Incident Priority Level at each status update or as requested by the Customer.
- 5.3 The table below sets out the agreed Incident Priority Level categorisations, and response times:

Incident Priority Level	Business Impact	Description	Incident Resolution Time (within Business Hours)
Priority 1 Critical	Critical Business Impact	Complete loss of a mission critical service, system, network, IT infrastructure and/or site with widespread user impact.	4 hours
Priority 2 High	Major Business impact	Complete or partial loss of a service, system or network, with limited impact on multiple users.	8 hours
Priority 3 Medium	Minor no Immediate Business Impact	Service, system or network performance or capacity diminished but not impacting business performance or productivity. or Complete or partial loss of critical system or services for a single user.	24 hours
Priority 4 Low	No Business Impact	Partial or limited impact on a single user, using a non-essential service or where	72 hours

		workaround is available. Non-urgent. or Service Request.	
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5.4 Where the Customer's applications or services are supported by the Customer, or a Customer Managed Third Party Provider, OneAdvanced cannot guarantee the Incident Management Service Levels.

5.5 The table below sets out the Target Service Levels, and Service Credits due. The Target Service Levels are expressed as a percentage of the number of Incidents in each Incident Priority Level (detailed in the table) that are responded to within their respective target Incident Response Time.

Incident Response Time Service Level and Service Credits

Incident Priority Level	Target Service Level	Service Credits (% of the Monthly Service Charges)
Priority 1 Critical	85% of Critical Priority Incidents within the Service Period must be responded to within the relevant Incident Response Time. If there are fewer than 3 such Incidents in the relevant Service Quarter, no more than 1 Incident may be responded to outside of the target Incident Response Time.	3%
Priority 2 High	75% of High Priority Incidents within the Service Period must be responded to within the relevant Incident Response Time. If there are fewer than 5 such Incidents in the relevant Service Quarter, no more than 1 Incident may be responded to outside of the target Incident Response time.	3%

Availability Service Levels and Service Credits

Availability	Compensation to the Customer (based upon a % of the monthly charge for that applicable Service Line which can be credited or used for other services)
99.5% – 100%	0%
95% - 99.5%	5%
Less than 95%	8%

- 5.6 The elapsed time will begin when an Incident is logged within the Service Management System. The elapsed time will end when OneAdvanced notifies the Customer that the Incident is resolved to the Customer's reasonable satisfaction.
- 5.7 For the purpose of Service Level calculation the Service Level will be suspended when an Incident is:
- 5.7.1 awaiting Customer action;
 - 5.7.2 awaiting action by a Customer Third Party Provider; or
 - 5.7.3 suspended at the request of the Customer.

6. SERVICE CREDITS

- 6.1 Service Credit entitlement shall be calculated by OneAdvanced at the end of each Service quarter and agreed with the Customer at the Service Review Meeting that follows the end of the Service quarter in question.
- 6.2 Service Credits will be paid to the Customer directly, or a credit note will be issued by OneAdvanced, and subsequent invoices will be reduced to reflect such a Service Credit, in accordance with the invoicing procedures.
- 6.3 In respect of any Service Quarter, the total Service Credits payable by OneAdvanced to the Customer is capped at 10% of the Quarterly Service Charge paid or payable in respect of that Quarter relating to the Charges for the Service outlined in the Service Description for the Service, and identified in the Service Order Schedule.
- 6.4 Each Service Level is subject to an individual Service Credit cap based on the Service Credit weighting defined in the Service Order Schedule.
- 6.5 In respect of each Service Level measured during the Service Quarter:
- 6.5.1 if the Actual Service Level achieves the Target Service Level, Service Credits will not apply;
 - 6.5.2 if the Actual Service Level is below the Target Service Level, the appropriate Service Credits will be calculated and a payment made to the Customer by OneAdvanced.

7. SERVICE LEVEL EXCLUSIONS

- 7.1 OneAdvanced shall not be liable for payment of any Service Credits for any downtime or failure of Service Levels caused as a result of the following:
- 7.1.1 a contractual service suspension in accordance with the terms of the Agreement;
 - 7.1.2 Scheduled Maintenance or Emergency Maintenance, including (where agreed) implementation of a Request for Change;

- 7.1.3 a Force Majeure event;
- 7.1.4 invocation of Disaster Recovery.
- 7.1.5 any Service Level failure directly caused by a third party infrastructure, or software fault, that is agreed by the parties to be unavoidable, and where OneAdvanced acted in the interests of the Customer, demonstrating reasonable efforts to resolve;
- 7.1.6 any elapsed time in relation to the recovery of tape media, measured from the time of requesting a tape recovery from the Customers Third Party Provider to the receipt of the requested tape(s), and from the time the restore is commenced to the time the database is recovered.
- 7.1.7 the Customer:
 - 7.1.7.1 or the Customer's sub contractors, agents, and/or suppliers contractual default or negligence;
 - 7.1.7.2 having agreed in advance with OneAdvanced that an event which would otherwise cause downtime will take place;
 - 7.1.7.3 is the sole cause of the unavailability or failure of Service Level;
 - 7.1.7.4 does not take, nor do they permit OneAdvanced to take, the corrective action OneAdvanced (acting reasonably) deems necessary to maintain the operational state of the Service,
 - 7.1.7.5 reverses corrective action taken by OneAdvanced.
 - 7.1.7.6 fails to provide local access facilities.

8. SERVICE REVIEW MEETINGS

- 8.1 If specified in the Service Order Schedules as part of the Service, a Service Delivery Manager will be appointed and will arrange Service Review Meetings according to the following schedule:

Review Meeting	Attendees	Core Agenda
Monthly Service Review Meeting	OneAdvanced SDM OneAdvanced Account Manager Customer representative(s)	Review of previous month Service performance Review of CSIP Review of Asset Register
Quarterly Service Review Meeting	OneAdvanced SDM OneAdvanced Account Manager OneAdvanced AM Customer representative(s)	Review of previous month Service performance Review of CSIP Review of Asset Register Review of patching schedule Technology roadmap

Annual Service Review Meeting	OneAdvanced SDM OneAdvanced Account Manager OneAdvanced TAM Customer representative(s)	Review of Service performance over the previous year Review of CSIP Review of Asset Register Review of patching schedule Technology roadmap Exit Management Plan Review
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APPENDIX C CHARGES AND INVOICING

1. INTRODUCTION

- 1.1 This Appendix defines the Charges for the Services detailed in this Service Order Schedule.
- 1.2 The Charges consist of the following, each of which is more fully described in paragraphs below.
 - 1.2.1 Charges Summary Table;
 - 1.2.2 Transition Charges;
 - 1.2.3 Service Charges;
 - 1.2.4 Variable Charges;
 - 1.2.5 Rate Card;
 - 1.2.6 Service Credit Cap;
 - 1.2.7 Allowable Assumptions;
 - 1.2.8 TUPE Charges;
 - 1.2.9 Exit Management Charges;
 - 1.2.10 Annual increases;
 - 1.2.11 Expenses.
- 1.3 The Parties agree that if any Charges are expressed as an annual Charge, then;
 - 1.3.1 the relevant monthly Charges will be calculated by dividing the annual Charge into twelve (12) equal parts:
 - 1.3.2 for Services delivered for less than one (1) calendar month, any Charge will be prorated according to the following formula;

$$\text{Prorated Charge} = \frac{\text{number of days Service was delivered}}{\text{number of calendar days in month}} \times \text{monthly Charge}$$

- 1.4 Issue and payment of invoices shall be made in line with the provisions of this Agreement.

2. SUMMARY OF CHARGES

- 2.1 The total Charges for the Service Term are identified in the table below
Table 1 (Charges Summary)

3. TRANSITION CHARGES

- 3.1 The Transition Services Charges are as follows:
Table 2(Transition Charges)

4. SERVICE CHARGES

- 4.1 The below table sets out the annual Service Charges for the Services.
Table 3 (Services Charges)

- 4.2 These Service Charges will be invoiced annually in advance with effect from the Service Commencement Date, and annually thereafter.

5. VARIABLE CHARGES

- 5.1 Table 4 (Variable Charges) describes activities and Service parameters that are included within the base Service Charge, and those that are incremental Charges. Variable Charges will be invoiced in arrears unless otherwise agreed between the parties.

Table 4 (Variable Charges)

6. RATE CARD

- 6.1 Table 5 (Rate Card) describes the maximum daily rates for projects which are not included in the cost of the Services detailed above, and which will be undertaken by OneAdvanced in accordance to the written instructions of the Customer.
- 6.2 The rates in this table reflect work undertaken on a Business Day. Out of hours is calculated at 1.5 times this daily rate.

Table 5 (Rate Card)

7. SERVICE CREDIT CAP

- 7.1 The Service Credits for failure to achieve to Service Levels as a direct result of OneAdvanced's act or omission are capped at 10% of the monthly Services Charges.

8. SERVICE THRESHOLDS

- 8.1 All Charges are based on OneAdvanced's Service Thresholds below.

8.1.1 *[Add specific Service Thresholds]*

9. TUPE CHARGES

- 9.1 *[Add any specific assumptions]*

10. EXIT MANAGEMENT CHARGES

- 10.1 Exit Management Services and Transitional Assistance shall be provided by OneAdvanced based on the Rate Card.

11. ANNUAL INCREASE

- 11.1 All Charges are subject to annual increase of [].
- 11.2 OneAdvanced may on thirty days written notice alter the amount of any Charges for the Services during the Service Term, to pass on to the Customer any increase in charges related to the provision of the Services which are imposed by a third party supplier on OneAdvanced.
- 11.3 The Charges specified in the Service Order Schedule are exclusive of, and may be increased without notice as a result of, the imposition by any relevant authority of any tax, impost, levy or charge including but not limited to any 'green levy' such as the carbon reduction commitment or the climate change levy, and non-domestic rates on fibre optic networks. For the avoidance of doubt, only the evidenced actual amount will be passed on to the Customer.

12. EXPENSES

- 12.1 All Charges exclude reasonable living, travel and accommodation expenses.

13. PAYMENT TERMS

- 13.1 The Charges shall be invoiced as follows:

13.1.1 Transition Services monthly in arrears as delivered.

13.1.2 Services Charges annually in advance.

13.1.3 Variable Charges monthly in arrears as incurred.

13.1.4 TUPE Charges [*add detail*].

13.1.5 Annual increases annually in advance.

13.1.6 Expenses monthly in arrears as incurred.

SCHEDULE ONE

CONTRACT CHANGE CONTROL PROCEDURE

1. PRINCIPLE

- 1.1 Where either party sees a need for a variation to this Agreement, a Contract Change Control Note will be completed by the requester and issued to the other party.
- 1.2 Neither party shall unreasonably withhold its agreement to any Change.
- 1.3 The obligations of the parties to this Agreement shall not be affected until a change control note in the form attached to this Schedule (a "Contract Change Control Note") has been signed by the duly authorised Officer of both parties.

2. PROCEDURE

- 2.1 The parties shall discuss changes proposed by either party to this Agreement and such discussion shall result in:
 - 2.1.1 agreement not to proceed further; or
 - 2.1.2 a written request for a change by the Customer; or
 - 2.1.3 a recommendation for a change by OneAdvanced.
- 2.2 Where a written request for a change is agreed the Customer, OneAdvanced shall submit two signed copies of a Contract Change Control Note to the Customer within five Business Days of such a request.
- 2.3 Each Contract Change Control Note shall contain details of the change including, where applicable:
 - 2.3.1 the title of the Change;
 - 2.3.2 the originator and the date of the request or recommendation for the change;
 - 2.3.3 the reason for the Change;
 - 2.3.4 full details of the Change including any specifications;
 - 2.3.5 the charge, if any, of the Change;
 - 2.3.6 a timetable for implementation with any proposals for acceptance of the Change;
 - 2.3.7 a schedule of payments, if applicable;
 - 2.3.8 the impact, if any, of the Change on other aspects of the Agreement;
 - 2.3.9 the date of expiry of validity of the Contract Change Control Note;
 - 2.3.10 provision for signature by the Customer.
- 2.4 Each Contract Change Control Note submitted to the Customer shall have a sequential number, and as appropriate the Customer may;
 - 2.4.1 request further information from OneAdvanced in which case OneAdvanced shall provide such information as soon as reasonably practicable and in any

event within five working days, the request for information and the information once provided shall be deemed to be part of the Contract Change Control Note, and the Customer may approve or reject the Contract Change Control Note upon receipt of new information; or

2.4.2 arrange for two copies of the Contract Change Control Note to be signed by or on behalf of the Customer and return one of the copies to OneAdvanced; or

2.4.3 notify OneAdvanced if the rejection of the Contract Change Control Note.

2.5 A Contract Change Control Note signed by both parties shall constitute a variation of this Agreement in accordance with the Agreement.

3. OPERATIONAL CHANGE

3.1 An Operational Change identified by OneAdvanced may be implemented by OneAdvanced without following the Contract Change Control Procedure if the Operational Change identified does not:

3.1.1 have an adverse impact on the Customer;

3.1.2 requires a Change to the Agreement;

3.1.3 have a direct and adverse impact on the use of the Services; and

3.1.4 involves the Customer paying any additional Charges or other costs.

On completion of each Operational Change, OneAdvanced shall notify the Customer that the Operational Change has been completed.

CONTRACT CHANGE CONTROL NOTE

This Change Order is effective on the last signature date.

BETWEEN

- (1) **ONEADVANCED LIMITED** a limited liability company incorporated and registered in England and Wales whose registered office is at The Mailbox Level 3, 101 Wharfside St, Birmingham B1 1RF. ("OneAdvanced"); and
- (2) **[CUSTOMER NAME]** company number and registered address (the "Customer").

Each of Customer and OneAdvanced may be referred to as a "Party" or collectively as the "Parties".

WHEREAS

This Contract Change Control Note amends the terms of the Master Services Agreement dated [add date] (as amended and varied prior to this Contract Change Control Note) (the "Agreement"). Save as herein amended all other terms and conditions of the Agreement shall remain in full force and effect. Defined terms in this Contract Change Control Note have the same meaning ascribed to them under the Agreement unless otherwise provided in this Contract Change Control Note. In the event of conflict between the terms of the Agreement and any prior agreement and the provisions of this Contract Change Control Note the provisions of this Contract Change Control Note shall take precedence.

4. DATE OF CHANGE

- 4.1 This Contract Change Contract Note is dated [add relevant date].

5. DETAILS OF CHANGE

- 5.1 [add detail – if changing anything in the original agreement reference by contract location what is changing from to what].

6. REASONS FOR CHANGE

- 6.1 [add reason]

7. IMPACT OF CHANGE (IF ANY)

- 7.1 [add detail]

8. TERM (IF APPLICABLE)

- 8.1 [Reference either changes to the Term (i.e the Term of the Agreement) or the Service Term being the term of the Service in the Service Order Schedule.]

9. CHARGES

- 9.1 [add details of Charges]
- 9.2 All Charges are exclusive of value added tax which shall be added to the invoices at the then prevailing rate.

9.3 The Charges are increased annually by [add detail] with effect from [add detail] and annually thereafter.

10. PAYMENT TERMS

10.1 The Charges are invoiced as follows:

10.1.1 [add detail]

10.2 Invoices are payable in accordance with the terms of the Agreement.

11. CONTRACT CHANGE CONTROL NOTE ORIGINATOR

11.1 [add detail].

SIGNED BY AND ON BEHALF OF

OneAdvanced Limited		[Customer]	
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	

SCHEDULE TWO

DISPUTE RESOLUTION

1. DISPUTES

1.1 If any dispute arises out of or in connection with the Agreement, the parties shall promptly notify each other of the matter in dispute. In the first instance, the Customer and OneAdvanced shall consult in good faith and will use reasonable endeavours to resolve all disputes as soon as possible, at the lowest level in the project structure in which they can best be managed, in default of agreement, the starting point being Level 1 of the Escalation Procedure.

1.2 Where either party considers that a dispute has not been resolved to the satisfaction of all parties involved within acceptable timescales (being five (5) Business Days from the notification of the dispute, or such other period as agreed between the parties) the dissatisfied party may escalate the dispute to the next level in the Escalation Procedure provided that the parties shall not repeat this process in respect of a dispute relating to an exception that has been escalated already in accordance with this process:

Escalation Level	OneAdvanced Escalation Points	Customer Escalation Points
Level 1		
Level 2		
Level 3		

1.3 In the event that the parties have followed the procedure outlined in Clause 1.2 above and a dispute remains unresolved, such disputes may be resolved or settled through mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure provided both parties agree to such mediation and the terms applicable to the conduct of such mediation.

1.4 Neither party may commence any court proceedings or arbitration in relation to any dispute arising out of the Agreement until it has attempted to settle the dispute by the dispute resolution process set out in this Schedule Two.

SCHEDULE THREE

EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Schedule, unless the context otherwise requires:

- 1.1.1 **Dedicated Elements** means the elements of the Services which are dedicated to the provision of the Services to the Customer, as opposed to being part of a shared infrastructure;
- 1.1.2 **Exit Manager** means a person appointed by one of the parties with responsibilities to manage the Exit Management process relevant to that party;
- 1.1.3 **Exit Management** means the exit management Services to be provided by OneAdvanced during the Termination Period;
- 1.1.4 **Exit Management Charges** means the charges for the Services delivered by OneAdvanced under this Schedule based on the Rate Card specified in the Service Order Schedule Appendix B (Charges and Invoicing) or as otherwise set out in the Agreement.
- 1.1.5 **Exit Plan** means a mutually agreed plan to facilitate the transfer/transition of the Service;
- 1.1.6 **Termination Period** means the period between receipt by either party of a termination notice and termination of this Agreement, or the period of six months before the natural expiry of the Agreement; and
- 1.1.7 **Transitional Assistance** means assistance provided by OneAdvanced under paragraph 10.

2. OVERVIEW

- 2.1 The Exit Management provisions are intended to provide a specific or series of specific plans to facilitate the smooth transfer from the Services provided by OneAdvanced, to the arrangements, which are put in place by the Customer after the Services cease.

3. EXIT PRINCIPLES

3.1 During the Termination Period:

- 3.1.1 there will be a phased hand-over of Services or programmed shut down of Services so that replacement Services can be implemented in a co-ordinated manner, the time scales and implementation of which will be reviewed over the period of this Agreement;
- 3.1.2 OneAdvanced will ensure that all Customer information and records and other information or records to be provided on termination will be returned and/or delivered up to the Customer in a form which is reasonably accessible and agreed;
- 3.1.3 if any configuration or information relating to the use of OneAdvanced's equipment is necessary, this will be provided by OneAdvanced, and OneAdvanced will have taken suitable steps to ensure that it is at all reasonable times up to date.

4. GENERAL PROVISIONS

- 4.1 The parties shall agree an Exit Plan which shall identify the Dedicated Elements of the Services and their associated charges effective as of the date the Exit Plan is produced.
- 4.2 The parties shall comply with the provisions of the Exit Plan. All obligations of the parties as set out in this Agreement that apply to the Service shall apply to the Exit Plan.
- 4.3 Both parties shall ensure that its obligations under this Schedule are performed with minimum, disruption to the other party.

5. PROJECT MANAGEMENT IN RELATION TO EXIT AND SERVICE TRANSFER

- 5.1 Both parties shall appoint an Exit Manager and provide written notification of such appointment to each other.
- 5.2 The Customer shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of OneAdvanced that are necessary to enable OneAdvanced to comply with this Schedule and the provisions relating to termination of this Agreement. The Customer shall ensure that its Exit Manager responds in good faith to reasonable requests by OneAdvanced.
- 5.3 The Exit Managers will liaise with one another in relation to all issues relevant to termination, expiry and Exit management and each party's compliance with it. Either party may call for a meeting of Exit Managers by giving the other not less than fourteen (14) days' notice. Such meeting shall take place within thirty (30) days at a mutually convenient time and venue.

6. EXIT PLAN DEVELOPMENT

- 6.1 During the Term of the Agreement and for the avoidance of doubt no earlier than six months from the Commencement Date OneAdvanced shall deliver to the Customer a draft Exit Plan based on the principles set out in this Schedule for the orderly transfer of the Services. The parties shall meet and use all reasonable endeavours to agree the contents of the draft Exit Plan within the following sixty (60) day period.
- 6.2 The parties shall liaise with each other periodically to review and update the draft Exit Plan.
- 6.3 OneAdvanced shall keep the agreed draft Exit Plan under review and shall update to reflect where necessary change in the Services. Following each update OneAdvanced shall submit the revised draft Exit Plan to the Customer for review. Within thirty (30) days of the submission of the revised draft Exit Plan, the parties shall meet and use all reasonable endeavours to agree the contents of the revised draft Exit Plan based on the principles set out in this Schedule and the changes that have occurred in the Services since the draft Exit Plan was last agreed.

7. EXIT PLAN: CONFIRMATION ON TERMINATION

- 7.1 OneAdvanced shall at the start of the Termination Period submit to the Customer a reviewed Exit Plan, which is capable of being implemented, for review and approval.
- 7.2 The parties shall meet and OneAdvanced shall make any changes to the contents of the Exit Plan reasonably required by the Customer based on the principles set out in this Schedule.
- 7.3 Upon agreement of the Exit Plan reviewed in accordance with this paragraph OneAdvanced shall implement the Exit Plan.
- 7.4 Until agreement of the Exit Plan, OneAdvanced shall provide assistance in accordance with the last approved version of the Exit Plan.

8. REQUIREMENTS OF THE EXIT PLAN

- 8.1 The Exit Plan shall provide a detailed and comprehensive plan for the smooth, seamless and orderly transfer of the Services in accordance with the provisions of this Schedule.

9. OBLIGATIONS DURING TERMINATION PERIOD

- 9.1 During the Termination Period, OneAdvanced shall:

9.1.1 Use reasonable endeavours to provide the Services at no detriment to the Service Levels, except to the extent otherwise agreed in advance with the Customer;

9.1.2 Where OneAdvanced demonstrates to the Customer's reasonable satisfaction that transfer of the Services during the Termination Period will have a material adverse effect on OneAdvanced's ability to meet a particular Service Level, the Customer will agree to waive such service levels.

10. TRANSITIONAL ASSISTANCE

- 10.1 OneAdvanced shall be responsible for the overall management of Exit Management including all activities that relate to the Service, and shall

10.1.1 Keep the tasks on a schedule in accordance with any timetable set out in the Exit Plan.

10.1.2 Identify and resolve, or assist the Customer and any replacement contractor in the resolution of, any problems encountered in each task identified in the Exit Plan; and

10.1.3 work with any replacement contractor identified by the Customer in order to achieve the obligations and objectives set out in this Schedule.

- 10.2 The Customer shall at OneAdvanced's reasonable request shall procure that any agent or personnel of a replacement contractor, enters into appropriate confidentiality undertaking with OneAdvanced on terms which are no less stringent than the confidentiality provisions in the Agreement.

11. DELIVERY OF DATA

- 11.1 During the Termination Period for the purpose of the smooth transfer of the Services to the Customer and/or replacement contractor, OneAdvanced shall allow the Customer upon reasonable notice access to:

11.1.1 Review and/or copy information and documentation relating to the Services (not including commercially confidential information relating to OneAdvanced's systems and mechanism for supply of the Services) that is in the possession or control of OneAdvanced; and

11.1.2 Liaise with OneAdvanced's personnel who have been involved in the design, development, provision or management of the services and who are still engaged by OneAdvanced, provided that the Customer and/or replacement contractor shall pay the reasonable and proved costs that OneAdvanced incurred in responding to requests for access under this paragraph 11.1;

- 11.2 At the end of the period during which OneAdvanced is providing the Services, or provided it does not have an adverse impact on the ability of OneAdvanced to provide the Services, at any time during the Termination Period OneAdvanced shall cease to use the Customer Data, and at the direction of the Customer shall:

- 11.2.1 Provide to the Customer and/or replacement contractor a complete and uncorrupted version of the Customer Data in electronic form (or such other format as agreed with the Customer); or
- 11.2.2 Destroy and/or permanently delete (including removal from any hard disk) or return (at the Customer's option) all copies of the Customer Data.

12. PAYMENT

- 12.1 OneAdvanced shall provide the Exit Management Services and the Transitional Assistance subject to payment of the Exit Management Charges.

SCHEDULE FOUR

GOVERNANCE SCHEDULE

1. INTRODUCTION

- 1.1 The governance structure is designed to provide focus and specific governance over the individual responsibilities of OneAdvanced while simultaneously providing broader governance over the entire contract and relationship.
- 1.2 The parties agree that this structure is required to ensure that this Agreement, relationship and the Services remain current and relevant over the term of this Agreement.

2. AIMS

- 2.1 The governance structure has been designed to achieve the following aims:
 - 2.1.1 oversight of OneAdvanced's compliance with this Agreement and to manage OneAdvanced's performance of its obligations relating to the Services;
 - 2.1.2 delivery of the Services in accordance with the Service Levels and the terms of this Agreement;
 - 2.1.3 delivery of business change in accordance with project methodology, to agreed timetables, and scope;
 - 2.1.4 timely management and resolution of issues that may arise during the term of this Agreement;
 - 2.1.5 promoting a good working relationship between the parties through regular meetings and dialogue

3. GOVERNANCE PRINCIPLES

- 3.1 The governance structure is underpinned by the following key principles:-
 - 3.1.1 the relationship will be maintained at a peer to peer level between the Customer and OneAdvanced via scheduled and structured meetings and informal communication;
 - 3.1.2 all activities under this Agreement shall remain aligned to the objectives of the parties' business relationship;
 - 3.1.3 the relationship will be maintained and driven by both parties;
 - 3.1.4 agreements will be reached in good faith;
 - 3.1.5 each party will be represented by the specified people at appropriate meetings (as set out in paragraph 4 below).
- 3.2 The parties shall adhere to these principles throughout the term of this Agreement.

4. MEETINGS, REPORTS AND REPORTING

- 4.1 The following periodic meetings and reports shall be adhered to for effective governance of the Agreement.
 - 4.1.1 [insert agreed meetings]

SCHEDULE FIVE

TRANSFER REGULATIONS SCHEDULE

1. DEFINITIONS

For the purpose of this Schedule the following words shall have the meanings below.

- 1.1 **OneAdvanced Assigned Personnel** means all individuals, whether employees of OneAdvanced or not, who are wholly or mainly engaged in or assigned to the provision of the Services (or part thereof) under the supervision of OneAdvanced.
- 1.2 **OneAdvanced's Provisional Personnel List** means a list prepared by OneAdvanced of all OneAdvanced's Assigned Personnel on the date the list is prepared.
- 1.3 **OneAdvanced Transferring Employees** means those OneAdvanced Personnel whose contracts of employment will be transferred to any member of the Customer or a Replacement Provider pursuant to the Transfer Regulations on the expiry or earlier termination of the whole or part of this Agreement or the date OneAdvanced ceases to provide the Services (or part thereof), including the OneAdvanced's Assigned Personnel.
- 1.4 **Expiry Date** means the actual date of expiry or termination of this Agreement.
- 1.5 **Exit Service Transfer Date** means the date following termination or expiry of this Agreement on which services of the same or a similar nature to the Services are first provided by the Customer or the Replacement Provider giving rise to a relevant transfer under the Transfer Regulations
- 1.6 **Incumbent Supplier** means the third-party supplier providing identical or substantially similar services to the Services prior to the appointment of OneAdvanced.
- 1.7 **Entry Employees** means those employees of the Customer and/or the Incumbent Supplier who are wholly or mainly assigned to providing the Services (or part thereof) prior to the Effective Date and whose employment will transfer to OneAdvanced pursuant to the Transfer Regulations on the Service Transfer Date.
- 1.8 **Replacement Provider** means any supplier that the Customer may choose to replace OneAdvanced after the Expiry Date.
- 1.9 **Services Transfer Date** means the Service Commencement Date or such other agreed date at which point services of the same or a similar nature to the Services are first provided by OneAdvanced giving rise to a relevant transfer under the Transfer Regulations.
- 1.10 **Staffing Information** means, in relation to each individual providing the Services:
 - 1.10.1 age, date of commencement of employment or engagement and date of continuous service (if different);
 - 1.10.2 details of whether an employee, worker or self-employed contractor (or sub-contractor), consultant, agency worker or otherwise;
 - 1.10.3 copies of their contracts of employment including terms and conditions of employment or engagement and provisions as to termination, notice or redundancy procedures or payments or if not an employee, copies of the terms on which they provide services or are engaged;
 - 1.10.4 details of wages, salary, bonuses and other remuneration and other employment related benefits whether or not contractual (for example, medical insurance, pension, etc.);

- 1.10.5 any outstanding or potential contractual, statutory or other liability (including in respect of any personal injury claims);
- 1.10.6 details of absences from work during the previous 12 months;
- 1.10.7 details of any disciplinary (including poor performance) and grievance issues within the last 2 years;
- 1.10.8 details of any existing court or tribunal case or any grounds on which OneAdvanced considers such a claim may arise in the future;
- 1.10.9 details of any relevant collective agreements;
- 1.10.10 details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; and
- 1.10.11 any other employee liability information as such term is defined in Regulation 11 of the Transfer Regulations.
- 1.11 **Transfer Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

2. APPLICATION AND EFFECT OF THE TRANSFER REGULATIONS

- 2.1 The parties agree that the commencement of the Services by OneAdvanced may give rise to a relevant transfer as defined in the Transfer Regulations. Accordingly the contracts of employment of the Entry Employees will transfer on the Services Transfer Date from the Customer or an Incumbent Supplier (and/or any sub-contractors retained by either) to OneAdvanced pursuant to the Transfer Regulations and the provisions of this Schedule.

3. RESPONSIBILITIES

- 3.1 The Customer shall provide Staffing Information in respect of any of its own employees who are Entry Employees and shall use all reasonable endeavours to procure provision of all information reasonably requested by OneAdvanced concerning those employees of the Incumbent Supplier who are Entry Employees
- 3.2 OneAdvanced shall indemnify the Customer and the Incumbent Supplier in full from and against any and all Employment Liabilities arising out of or in connection with:
 - 3.2.1 the employment or the termination of employment of any Entry Employee on or after the Service Transfer Date
 - 3.2.2 any claim or claims by any of the Entry Employees brought against the Customer or the Incumbent Supplier arising out of or in relation to any acts or omissions of OneAdvanced after the Service Transfer Date or any acts or omissions proposed by OneAdvanced prior to the Service Transfer Date which will affect the Entry Employees on or after the Service Transfer Date (including without limitation any claim pursuant to regulation 4(9) of the Transfer Regulations or any claim in the circumstances referred to in regulation 4(11) of the Transfer Regulations); and
 - 3.2.3 OneAdvanced's failure to comply with its obligations to provide information to the Customer or the Incumbent Supplier to enable the Customer or the Incumbent Supplier to fulfil their duty to inform and consult with the Entry Employees pursuant to the Transfer Regulations.
- 3.3 The Customer shall indemnify OneAdvanced in full from and against any and all Employment Liabilities arising out of or in connection with:

- 3.3.1 any act or omission by the Customer or the Incumbent Supplier occurring up to the Service Transfer Date;
 - 3.3.2 any failure by the Customer or the Incumbent Supplier to comply with the obligations under regulations 11, 13 and 14 of the Transfer Regulations in relation to the Entry Employees;
 - 3.3.3 the employment and termination of employment of any person other than an Entry Employee (including but not limited to, for the avoidance of doubt any Incumbent Supplier employees or contractors retained by the Customer), who claims that his or her contract of employment or contract for services has transferred to OneAdvanced by operation of the Transfer Regulations as a result of the commencement of this Agreement, provided that any such termination shall be carried out within twenty one days of OneAdvanced becoming aware that such person has claimed to transfer to it and only fourteen days after OneAdvanced has notified the Customer of its intention to termination such person's employment and provided the Customer with the opportunity to offer them employment with it; and
 - 3.3.4 all salary payments and other emoluments, including bonuses, commissions, benefits, contributions and pension contributions, tax and national insurance payments (both employers and employee's outgoings) relating to the Entry Employees accrued (and in the case of holiday pay accrued but not yet taken) up to the Service Transfer Date and all necessary apportionments shall be made to that date.
- 3.4 To the extent there is any difference between the total value of the salaries and benefits listed in Appendix A of this Schedule (the "Estimated Entry Employee Benefits Package") and the actual total of the benefits package of all Entry Employees when they transfer to OneAdvanced by operation of the Transfer Regulations on the Service Transfer Date or not, then it is acknowledged that OneAdvanced has modelled its remuneration costs into the Charges based on the total Estimated Entry Employee Benefits Package and shall adjust its Charges in accordance with the provisions of the Service Order Schedule. If the total actual benefits package of all the Entry Employees at the Service Transfer Date including for the avoidance of doubt, any Entry Employees who chose not to transfer to OneAdvanced is greater or less than the total Estimated Entry Employee Benefits Package, OneAdvanced shall adjust its Charges in accordance with the provisions of the Service Order Schedule. In the event that an Entry Employee chooses not to transfer to OneAdvanced on the Service Transfer Date, or resigns within eight weeks of the Service Transfer Date, and the replacement costs of such employee(s) are of a greater salary and benefits package, then OneAdvanced, acting reasonably can charge the Customer such increases which exceed the total Estimated Employee Benefits Package provided that the proposed replacement employee is comparable to the Entry Employee, taking into consideration prevailing market rates.

4. ENHANCED EMPLOYMENT BENEFITS

- 4.1 It is assumed that in relation to annual holidays and contracted hours the Entry Employees: (i) have 25 days annual holiday, or materially the same number of annual holiday days; (ii) are employed on a permanent full time basis; and (iii) their weekly contracted hours are no less than 37.5 hours a week (excluding weeks which contain public holidays when the contracted hours will be reduced on a pro-rated basis).
- 4.2 The Customer will indemnify the Supplier in full from and against any and all Employment Liabilities arising out of or in connection with any liability relating to enhanced pension entitlements under an occupational pension scheme arising in respect of the early retirement, death benefits (whether due to ill health, early retirement) redundancy or otherwise of an Entry Employee or any resulting increase in contributions or liabilities caused by benefits payable in such circumstances.

- 4.3 The Customer agrees that after providing OneAdvanced with details of the Entry Employees, it shall use reasonable endeavours to avoid itself and Incumbent Supplier from:
- 4.3.1 assigning any additional person to the Services;
 - 4.3.2 increasing the number of employees assigned to the Services;
 - 4.3.3 redeploying or replacing any employee assigned to the Services without the prior consent of OneAdvanced such consent not to be unreasonably withheld; or
 - 4.3.4 terminating or giving notice to terminate the employment of any employee assigned to the Services except for gross misconduct.
- 4.4 Notwithstanding the general obligation in clause 5.3 below, following the Service Transfer Date the Customer shall use reasonable endeavours to deliver (either by itself or directly from the Incumbent Supplier to OneAdvanced appropriate PAYE records relating to each of the Entry Employees completed to the Service Transfer Date and including, if appropriate, copies of P45's which have delivered to the Entry Employees.
- 4.5 The Customer shall, following the Service Transfer Date and at its expense use reasonable endeavours to provide to OneAdvanced in relation to any Entry Employees employed by it prior to the Service Transfer Date such information or documents which are not delivered to OneAdvanced prior to the Service Transfer Date as it may reasonably require concerning any Entry Employee or his employment with the Customer prior to the Service Transfer Date provided always that this does not breach data protection legislation or requirements from time to time.

5. EXIT PROVISIONS

- 5.1 On the expiry or earlier termination of the whole or part of this Agreement, or the date OneAdvanced ceases to provide the Services (or part thereof) (all being the Exit Service Transfer Date for the purposes of this Schedule), the parties agree that the application of the Transfer Regulations shall be determined in accordance with the Laws at the date of such expiry or termination as the case may be.
- 5.2 OneAdvanced agrees that: i) within 10 working days of the Customer making a written request or ii) on the date of a notice of termination of the whole or part of the Agreement, OneAdvanced shall provide the OneAdvanced Provisional Personnel List and the Staffing Information to the Customer.
- 5.3 OneAdvanced warrants that:
- 5.3.1 save as provided for otherwise in this Schedule, it shall not make any alterations whatsoever to the OneAdvanced Assigned Personnel after providing the OneAdvanced Provisional Personnel List and the Staffing Information to the Customer; and
 - 5.3.2 any OneAdvanced Provisional Personnel List and any Staffing Information shall be true and accurate in all material respects.
- 5.4 OneAdvanced agrees that it shall not from any date on which OneAdvanced is obliged to provide the OneAdvanced Provisional Personnel List to the Customer without the prior written consent of the Customer:
- 5.4.1 assign any person who is not listed on the OneAdvanced's Provisional Personnel List to the provision of the Services or any part of the Services;
 - 5.4.2 increase or decrease the total number of individuals on the OneAdvanced Provisional Personnel List;

-
- 5.4.3 replace any individual who is listed on the OneAdvanced Provisional Personnel List or deploy any other person to perform the Services;
 - 5.4.4 make, propose or permit any changes to the terms and conditions of employment or engagement or contract of any of the individuals on OneAdvanced's Provisional Personnel List or make, propose or permit any new custom or practice amongst such individuals;
 - 5.4.5 increase the proportion or working time spent providing the Services by any individual save for fulfilling assignments or projects previously agreed with the Customer; or
 - 5.4.6 terminate or give notice to any individual listed on OneAdvanced's Provisional Personnel List except for gross misconduct or poor performance.
 - 5.5 Following the provision of the OneAdvanced Provisional Personnel List and the Staffing Information referred to in paragraph 5.2 OneAdvanced agrees that it will promptly notify the Customer of any notice to terminate the employment, engagement or contract received from any individual on OneAdvanced's Provisional Personnel List.
 - 5.6 At least 28 days before the expected Exit Service Transfer Date OneAdvanced shall provide to the Customer and/or any Replacement Provider:
 - 5.6.1 a list of OneAdvanced's Transferring Employees; and
 - 5.6.2 in respect of each of the OneAdvanced's Transferring Employees;
 - 5.6.2.1 updated Staffing Information;
 - 5.6.2.2 a pay slip for the most recent month;
 - 5.6.2.3 cumulative tax for pay and pensions purposes, including tax paid;
 - 5.6.2.4 tax code;
 - 5.6.2.5 voluntary deductions from pay;
 - 5.6.2.6 bank or building society details for payroll purposes; and
 - 5.6.2.7 such other information as is requested by the Customer and/or any Replacement Provider,

and any changes to the information provided shall be notified in writing to the as soon as reasonably practicable.
 - 5.7 In the event that the Transfer Regulations apply on the Exit Service Transfer Date, OneAdvanced will:
 - 5.7.1 perform and discharge all obligations (including in respect of wages, bonuses, PAYE, national insurance contributions, pension contributions and otherwise) in respect of OneAdvanced's Transferring Employees and their representatives up to and including the Exit Service Transfer Date;
 - 5.7.2 indemnify the Customer and any Replacement Provider from and against any and all Employment Liabilities arising out or in connection with:
 - 5.7.2.1 OneAdvanced's failure to perform and discharge any obligation referred to in this Schedule;
 - 5.7.2.2 any act or omission of OneAdvanced on or before the Exit Service Transfer Date or any other matter, event or circumstances occurring on or before the Exit Service Transfer Date;

- 5.7.2.3 any claim or claims by or in respect of any of OneAdvanced's Transferring Employees or other employees brought against the Customer or any Replacement Provider arising out of or in relation to any acts or omissions of OneAdvanced on or before the Exit Service Transfer Date;
 - 5.7.2.4 any Employee Liabilities arising on or before the Exit Service Transfer Date;
 - 5.7.2.5 any claim or claims made by or in respect of any person who is not an OneAdvanced Transferring Employees, including claims where it is alleged that the Customer or any Replacement Provider may be liable by virtue of this Agreement or the Transfer Regulations;
 - 5.7.2.6 any claim or claims by or in respect of OneAdvanced's Transferring Employee or any other individual that his employment has not been transferred from OneAdvanced as a result of the Transfer Regulations and that he is still employed by OneAdvanced at the date of the claim; and
 - 5.7.2.7 any claim or claims made by or on behalf of OneAdvanced's Transferring Employees or their representatives or any other individual or their representatives, whether on, before or after the Exit Service Transfer Date, arising out of or in connection with any failure by OneAdvanced to comply with its obligations under the Transfer Regulations including but not limited to any claims relating to Regulations 13 and 14 and any liability under Regulation 15 (save where such liability arises from a failure by the Customer or Replacement Provider to comply with its or their obligations under Regulation 13), as well as those relating to Regulations 11 and 12.
- 5.8 The Customer shall indemnify and shall procure that any Replacement Provider indemnifies OneAdvanced in full from and against any and all Employment Liabilities arising out of or in connection with:
- 5.8.1 the employment or the termination of employment of any OneAdvanced Transferring Employee after the Exit Service Transfer Date;
 - 5.8.2 any claim or claims by any of the OneAdvanced Transferring Employees brought against OneAdvanced arising out of or in relation to any acts or omissions of the Customer and/or the Replacement Provider after the Exit Service Transfer Date or any acts or omissions proposed by the Customer and/or the Replacement Provider prior to the Exit Service Transfer Date which will affect OneAdvanced Transferring Employees after the Exit Service Transfer Date (including without limitation any claim pursuant to regulation 4(9) of the Transfer Regulations or any claim in the circumstances referred to in regulation 4(11) of the Transfer Regulations); and
 - 5.8.3 the Customer's or the Replacement Provider's failure to comply with its obligations to provide information to OneAdvanced to enable it and the Customer to fulfil their duty to inform and consult OneAdvanced Transferring Employees pursuant to the Transfer Regulations.
- 5.9 In the event that the Transfer Regulations apply on the Exit Service Transfer Date OneAdvanced will conduct an information and consultation process in accordance with the Transfer Regulations with OneAdvanced's Transferring Employees and OneAdvanced will allow the Customer and any Replacement Provider to participate in this process to the extent that the Customer and any Replacement Provider wishes to do so.
- 5.10 OneAdvanced undertakes to authorise each of OneAdvanced's Transferring Employees to disclose to the Customer all information in his possession relating to the Services notwithstanding any term of his employment or contract with OneAdvanced (whether express or implied) which would otherwise preclude him from so doing.

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- 5.11 The indemnities in this Schedule are given on condition that:
- 5.11.1 forthwith upon becoming aware of any such claim (or the threat of a claim) the Customer or OneAdvanced (as the case may be) shall notify the other party and shall determine any grievance (including any appeal) brought in relation to such claim in accordance with the other party's instructions; and
 - 5.11.2 the Customer or OneAdvanced (as the case may be) shall not admit or seek to compromise the claim or take any other action which could reasonably be expected to prejudice the other party's ability to defend the claim; and
 - 5.11.3 the Customer or OneAdvanced (as the case may be) shall allow the other party and the Replacement Provider at its expense to defend such claim (if necessary, in its name) and give all reasonable assistance as it shall request for that purpose including the provision of relevant documentation and witness statements.
- 5.12 On the Exit Service Transfer Date OneAdvanced shall:
- 5.12.1 deliver to the Customer and/or the Replacement Provider appropriate PAYE records relating to each of OneAdvanced's Transferring Employees duly completed up to the Exit Service Transfer Date and including, if appropriate, copies of P45s which OneAdvanced shall have delivered to OneAdvanced Transferring Employees; and
 - 5.12.2 in respect of each of OneAdvanced's Transferring Employees account to the Customer and/or the Replacement Provider as directed by the Customer with the cash equivalent (including all employer's National Insurance Contributions and any pension contributions) of any accrued holiday entitlement not taken by OneAdvanced's Transferring Employees or not paid by OneAdvanced less any holiday entitlement not yet accrued but taken OneAdvanced's Transferring Employees, and/or accrued bonus or commission (whether contractual or discretionary) or other amount payable after the Exit Service Transfer Date in respect of the period up to the Exit Service Transfer Date.
- 5.13 OneAdvanced shall following the Exit Service Transfer Date at its expense provide to the Customer and any Replacement Provider in relation to OneAdvanced Transferring Employees such information or documents which are not delivered to the Customer or any Replacement Provider prior to the Exit Service Transfer Date as they may reasonably require including but not limited to the terms and conditions of employment, records of parental, holiday and other leave taken (including sickness-related absence records), disciplinary and grievance records, pension and life assurance arrangements, insurance policies, health, welfare or any other matter concerning such OneAdvanced's Transferring Employee or his employment with OneAdvanced prior to the Exit Service Transfer Date.

Appendix A: Estimated Entry Employee Benefits Package

Name	Job Title	Location	Annual Salary	Annual Bonus	London Allowance	Car Cash Allowance/Co Car	Other allowances (on call, stand by, shift payments, lunch vouchers,	Annual Health Scheme Cost	Average overtime	Phone allowance	Any other payments	Annual Pension Plan (5%)	Annual Life & Death in Service Cover	Annual National Insurance	Annual Training Charges	Annual Expenses	Contingency & recruitment (5%)	Total Annual Loaded Cost
Total																		

SCHEDULE SIX DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions will apply in this Schedule Six. All other capitalised terms shall have the meaning given to them in the Master Services Agreement.
- 1.2 **Controller, Data Subject, Personal Data, Personal Data Breach, and Processor** shall all have the meanings given to them in the Data Protection Legislation; “
- 1.3 **Data Protection Legislation** means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the following legislation to the extent applicable:
 - 1.3.1 the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003;
 - 1.3.2 the General Data Protection Regulation (2016/679) and any national law issued under that regulation;
 - 1.3.3 national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and
 - 1.3.4 any laws or regulations that replace or supersede the legislation referred to in (1.3.1) to (1.3.3) from time to time;
- 1.4 **Restricted International Transfer** means a transfer of Personal Data:
 - 1.4.1 from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data from that country;
 - 1.4.2 to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export; and
- 1.5 **Standard Contractual Clauses** means as applicable, the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council C/2021/3972 together with the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office.

2. GENERAL

- 2.1 Each of OneAdvanced and Customer agree to comply with their respective obligations under Data Protection Legislation when processing Personal Data in connection with this Agreement.
- 2.2 In processing the Personal Data in connection with the Services Customer shall be the Controller and OneAdvanced shall be the Processor of the Personal Data processed under this Agreement. The scope of the processing carried out by OneAdvanced in connection with the Services under this Agreement is as set out in Annex 1 (Scope of Processing). OneAdvanced shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation.

3. ONEADVANCED OBLIGATIONS

3.1 OneAdvanced shall, in relation to any Personal Data processed on behalf of the Customer in connection with this Agreement:

- 3.1.1 only process the Personal Data in accordance with the Annex and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on OneAdvanced it shall notify the Customer unless prohibited by Applicable Law);
- 3.1.2 promptly notify the Customer if it receives a request from a Data Subject attempting to exercise their rights under Data Protection Legislation;
- 3.1.3 provide reasonable assistance to the Customer to respond to requests from Data Subjects exercising their rights under Data Protection Legislation;
- 3.1.4 notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;
- 3.1.5 provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, OneAdvanced reserves the right to apply a fee for providing assistance to the Customer to conduct a data protection impact assessment;
- 3.1.6 ensure that it has appropriate technical and organisational measures in place (details available on request) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;
- 3.1.7 ensure that any employees or personnel engaged by OneAdvanced that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and
- 3.1.8 notify the Customer without undue delay upon becoming aware of any Personal Data Breach in relation to the Personal Data processed in connection with this Agreement. OneAdvanced shall provide further information on reasonable request from the Customer as such details become available.

4. CUSTOMER OBLIGATIONS

4.1 The Customer is responsible for:

- 4.1.1 ensuring that they have a lawful basis for processing Personal Data, including appropriate consent, where applicable, to the processing of any Personal Data by OneAdvanced;
- 4.1.2 confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with OneAdvanced regarding enhanced security measures if necessary, as OneAdvanced may not be informed about the nature of the Personal Data or the harm that may arise from a Personal Data Breach affecting the Personal Data;
- 4.1.3 claims or complaints resulting from OneAdvanced's actions to the extent that such actions directly result from instructions received from the Customer;

- 4.1.4 implementing such multi-factor authentication measures as are notified to it by OneAdvanced (including as noted in relevant service documents and manuals); and
- 4.1.5 ensuring that it has a lawful basis for any data transfer, including those anticipated by clause 6 below.

5. SUB-PROCESSING

- 5.1 The Customer grants general authorisation for OneAdvanced to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:
 - 5.1.1 OneAdvanced may continue to use those sub-processors already engaged as at the date of this Agreement.
 - 5.1.2 The Customer provides its general authorisation and consent to the use of the sub-processors contained within the following link. [Sub processors | OneOneAdvanced](#)
 - 5.1.3 The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of subprocessors shall be made available by OneAdvanced to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new subprocessor.
 - 5.1.4 If the Customer has a reasonable objection that relates to a new sub-processor's processing of Personal Data, the Customer may object to OneAdvanced's use of such subprocessor by notifying OneAdvanced in writing at dataprotection@oneOneAdvanced.com within thirty (30) days' from availability of the notification. In the event of an objection on reasonable grounds, OneAdvanced and the Customer shall work together in good faith to discuss a resolution. OneAdvanced may elect to: (i) not use the subprocessor to process the Personal Data of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed sub-processor, either party may provide notice of termination of the affected portion of the Service.
 - 5.1.5 OneAdvanced shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this agreement.
 - 5.1.6 OneAdvanced shall remain fully liable for all acts or omissions of any sub-processor.

6. DATA TRANSFERS

- 6.1 The Customer acknowledges and agrees that the provision of Services by OneAdvanced may involve Restricted International Transfers of Personal Data. Where OneAdvanced carries out a Restricted International Transfer, it shall ensure that appropriate safeguards (for example Standard Contractual Clauses) are in place as required by Data Protection Legislation. OneAdvanced shall also ensure that the Data Subject has enforceable rights and effective legal remedies.
- 6.2 OneAdvanced uses sub-processors, including its Affiliates, which may result in temporary processing activities outside the United Kingdom and European Economic Area.

7. RECORDS AND AUDIT

- 7.1 OneAdvanced shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, OneAdvanced shall make available to the Customer information necessary to demonstrate OneAdvanced's compliance with this Schedule.

8. ANONYMISED DATA

- 8.1 Without prejudice to any other documented instructions of the Customer, Customer agrees that OneAdvanced may anonymise the Personal Data for the purposes of improving OneAdvanced's products and services. Customer may withdraw this instruction at any time by notice in writing to OneAdvanced. OneAdvanced shall not be required to delete any anonymised data already created prior to receipt of such notice.

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Annex 1 – Scope of Processing

Description	Details
Subject matter of the processing	The services purchased by the Controller, as detailed in the Service Order Schedule and/or any Order Form: 1. Hosting – Cloud and platform; 2. Software Support services; 3. Bespoke software development; 4. Project Management; 5. Training & Consultancy; 6. Payroll services; 7. IT services; 8. Managed Services / IT Outsourcing Services; 9. Migration services; 10. Research and analytics purposes; 11. Other professional services.
Duration of the processing	The Term set out for the provision of the Services and/or relevant software as stated in the Service Order Schedule and/or any Order Form.
Nature and purposes of the processing	Nature of Processing: 1. Storage 2. Access 3. Consultation 4. Remote Access 5. Deletion 6. Alteration 7. Anonymisation of data Purposes of processing: Any of the following services stated in the Service Order Schedule and/or any Order Form. 1. Hosting – Cloud and platform 2. Software Support services 3. Bespoke software development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 1

	11. Other professional services
Type of Personal Data	Personal Data and/or Special Category data relating to individuals provided to OneAdvanced by, or at the direction of, the Customer in connection with the Services
Categories of Data Subject	The Customer will maintain a list of categories of data subjects appropriate to their use of the software or services.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	On termination or expiry of the Agreement, OneAdvanced will return the Personal Data in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Data will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted. In the event that the Customer requests return of their Personal Data as described above, all Customer Personal Data will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.