

Software as a Service Subscription Agreement

By and between

"CACI"

and

"Client"

CACI Limited

[insert details]

CACI House
Kensington Village
Avonmore Road
London W14 8TS

Registered in England &
Wales No. 1649776

Commencement Date: **[the last date of signature of this Agreement] OR [Specific Date to be inserted]**

The Client acknowledges having read and understood these terms and conditions. The parties agree to abide by the terms and conditions set forth in the Agreement, along with the following Schedules.

Schedule A	Services and Subscription Fees
Schedule B	Support Services
Schedule C	Data Protection Clauses

Agreed on behalf of CACI

By	_____
Name	_____
Title	_____
Date	_____

Agreed on behalf of the Client

By	_____
Name	_____
Title	_____
Date	_____

CACI LIMITED - TERMS AND CONDITIONS

1. Definitions

- 1.1 **Agreement:** means these terms and conditions, together with the Schedules;
- 1.2 **Application:** means the online software application, which may include the Portal, provided by CACI to the Client (including but not limited to the CACI Software and Third Party Software) as part of the Services;
- 1.3 **Authorised User:** means the named users authorised by the Client to use the Services in accordance with the terms of the Agreement, as further described in Clause 3.
- 1.4 **CACI Software:** means the software called 'Certa' in which the Intellectual Property Rights are owned by CACI including any software specifically developed by CACI for the Client during the Subscription Term.
- 1.5 **Client Data:** means the data inputted and/or provided by the Client, Authorised Users, Portal Users or CACI on behalf of the Client for the purpose of using the Services or facilitating the Client's use of the Services.
- 1.6 **Client's Support Representative:** means the individual (s) designated by the Client who will be responsible for handling front line help calls from within the Client's organisation.
- 1.7 **Confidential Information:** means all information designated as such by either party in writing together with all other information which relates to the business affairs, products, developments, trade secrets, know-how, personnel, customer and suppliers of either party, and all information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would determine to be of a confidential or proprietary nature. For the avoidance of doubt, the Documentation shall be deemed to be Confidential Information.
- 1.8 **Documentation:** means the documentation made available to the Client by CACI both in digital form and through the Application which sets out a description of the Services and the user instructions for the Services.
- 1.9 **Fees:** means the fees payable under this Agreement as detailed in Schedule A, including but not limited to the Subscription Fees.
- 1.10 **Initial Subscription Term:** means the period of 12 (twelve) months commencing on the Commencement Date.
- 1.11 **Intellectual Property Rights:** means patents, trademarks, design rights (where registerable or otherwise), applications for any of these, copyright, Confidential Information, trade or business names and other similar rights or obligations where registerable or not in any country.
- 1.12 **Open-Source Software:** means any software programs which are licensed under any form of open-source licence meeting the Open-Source Initiative's open-source definition from time to time subject to terms which may be made available upon request.
- 1.13 **Portal:** means the secure web based user interface through which Portal Users are permitted to access the Portal as further detailed in Clauses 3.6 and 3.7 below and subject always to the terms of this Agreement.
- 1.14 **Portal Users:** means any Authorised User and, where expressly authorised by the Client in accordance with applicable NHS policies and procedures, Service Users and their designated family members or carers.
- 1.15 **Professional Services:** means the CACI professional services to be delivered to the Client as detailed in a Statement of Work.
- 1.16 **Statement of Work:** means a document mutually agreed by the parties which summarises the Professional Services and Deliverables to be provided hereunder, and any agreed timescales.
- 1.17 **Service User:** means an individual who receives or uses health or social care services.
- 1.18 **Services:** means access to the Application to which the Client has subscribed to under the terms of this Agreement, the AWS Services as well as the provision of the Support Services.
- 1.19 **Statement of Work:** means a document mutually agreed by the parties which summarises the Professional Services and Deliverables to be provided hereunder, and any agreed timescales.

- 1.20 **Subscription Fees:** means the subscription fees payable by the Client to CACI for the User Subscriptions, as set out in Schedule A.
- 1.21 **Subscription Term:** has the meaning given in **Error! Bookmark not defined.** 17.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
- 1.22 **Support Services:** means the support and maintenance services detailed in Schedule B.
- 1.23 **Third Party Software:** means the software in which the Intellectual Property Rights are owned by third parties, including but not limited the AWS components and Open Source Software.
- 1.24 **User Subscriptions:** means the user subscriptions purchased by the Client pursuant to Clause 7.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.
- 1.25 **Virus:** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.26 **Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.
- 1.27 **Web Support System:** means CACI's web-based support logging system, currently accessed at <https://support.caci-es.co.uk/>.

2 APPLICATION

- 2.1 The Application will be hosted in the cloud by Amazon Web Services EMEA SARL ("AWS"), and CACI will facilitate the Client's access to certain related AWS cloud hosting services (the "**AWS Services**"). The Client acknowledges that its use of the AWS Services is subject to the AWS Customer Agreement (available at <https://aws.amazon.com/agreement>) and agrees to comply with its obligations as an "End

User" under that agreement. The Client further acknowledges that AWS is an independent third-party provider and that CACI has no control over the AWS Services. Accordingly, CACI shall have no liability for any interruption, downtime, performance issues, limitations, or changes arising from the AWS Services or infrastructure, and any such issues shall not constitute a breach of this Agreement.

- 2.2 The Application utilises AWS components, and CACI retains full discretion to configure and integrate such components to optimise the Application. The Client acknowledges that these integrations are essential to the solution and agrees that any changes by AWS to its services or infrastructure shall not constitute a breach by CACI. CACI shall not be liable for any disruption, limitation, or degradation in the Application's performance resulting from AWS changes.

3 RIGHTS OF USE

- 3.1 . In consideration of the payment of the Fees and compliance with the terms of this Agreement, CACI hereby grants the Client a non-exclusive, non-transferable, revocable and non-sublicensable right to permit the Authorised Users to access and use the Services and the Documentation during the Subscription Term solely for the Client's internal business operations.
- 3.2 In relation to the Authorised Users the Client undertakes that:
 - (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- 3.3 The Client shall not, and shall procure that its Authorised User's and Portal Users (where applicable) shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;

- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Services or CACI's network and information systems.

and CACI reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this Clause.

3.4 The Client shall not, and shall procure its Authorised User's and Portal User's (where applicable) shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application or the Services; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties except those permitted under the terms of this Agreement; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 3; or

3.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify CACI.

3.6 The Client may authorise Portal Users to access the Portal for the sole purpose of viewing and managing Service User online appointment scheduling and associated data. The Client is responsible for ensuring that such access is granted strictly in accordance with Data Protection Legislation, NHS information governance standards, and the Client's internal access control policies.

3.7 The Client shall be solely responsible for ensuring that Portal access is secure and that Portal Users do not engage in any unauthorised use of the Portal. The Client shall implement appropriate technical and organisational measures to safeguard patient data in accordance with applicable legislation, including Data Protection Legislation and NHS information governance standards. CACI shall not be liable for any breach of such legislation arising from the Client's failure to comply with its obligations under this Agreement.

3.8 The rights provided under this Clause 3 are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client.

4 ADDITIONAL USER SUBSCRIPTIONS

4.1 Subject to Clause 4.2 below, the Client may, during any Subscription Term, purchase additional User Subscriptions which shall be non-cancellable and non-refundable once purchased, regardless of usage in excess of the number set out in paragraph 1 of Schedule A and CACI shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

4.2 The Client shall, within 30 days of the date of CACI's invoice, pay CACI the relevant Fees for such additional User Subscriptions as further detailed in Schedule A and, if such additional User Subscriptions are purchased by the Client part way through the Initial Subscription Term or any Renewal Period (as applicable), such Fees shall be pro-rated from the date of purchase by CACI for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5 SERVICES

- 5.1 CACI shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement.
- 5.2 CACI shall use reasonable skill and care in providing the Services.
- 5.3 CACI will, as part of the Services and in consideration of the Support Fees set out in Schedule A, provide the Client with Support Services in accordance with the terms set out in Schedule B.

6 CLIENT OBLIGATIONS

- 6.1 The Client is responsible for:
- (a) the payment of CACI of the Fees at set out in this Agreement;
 - (b) the fulfilment of any responsibilities agreed in writing by the Parties; and
 - (c) providing staff resources aligned to the requirements of the implementation onboarding services further detailed in a Statement of Work.
- 6.2 CACI will allocate resources to deliver the Professional Services in line with the Statement of Work. In the event of a delay outside of CACI's control that results in the cancellation or postponement of the said allocated resources, including but not limited to the circumstances where the Client fails to provide staff resources set out in Clause 6.1 above, CACI will use reasonable endeavours to re-assign the resources to other project work. If it is not reasonably practicable to re-assign such resources, CACI reserves the right to invoice the Client for any cancelled/postponed days in whole or part (the said invoice for the cancelled/postponed days shall be in addition to any charges due for the delivery of the Services). The Client agrees to pay such invoices within thirty (30) days of the invoice date. Notwithstanding the foregoing, in order for the Services (including any Professional Services) to be successfully delivered both Parties accept that a high level of co-operation and good faith between the Parties is required. Both Parties shall be under an obligation to act reasonably, in good faith and in a reasonably timely manner (including in responding to the other Party) at all times in relation to the Services (and any Professional Services) and in particular when items need to be agreed between the Parties in order to make further progress. The Parties acknowledge that a delay in reaching agreement

on various items contemplated by this Agreement is likely to cause consequential delay to the agreed delivery dates

- 6.3 The Client shall:
- (a) provide CACI with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by CACI;
- in order to provide the Services, including but not limited to Client Data, security access information and configuration services.
- 6.4 The Client shall:
- (a) comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - (b) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, CACI may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - (e) ensure that its network and systems comply with the relevant specifications provided by CACI from time to time; and
 - (f) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the internet and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 6.5 The Client shall own all right, title and interest in and to all of the Client Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data. The Client shall indemnify CACI from and against any losses, liabilities, claims, damages, costs and expenses (including legal and other professional fees) arising out of

or in connection with:(a) any breach of this Agreement by the Client or its Authorised Users or Portal Users;(b) any misuse, unauthorised access, or unlawful use of the Services or Portal by the Client or its Authorised Users or Portal Users; and/or

(c) any claim brought by a third party arising from the Client's use of the Services or Portal in breach of applicable law or regulation.

This indemnity shall apply regardless of whether such losses were foreseeable and shall survive termination of this Agreement.

7 SUBSCRIPTION FEES AND EXPENSES

- 7.1 The Client agrees to pay the Subscription Fees to CACI for the User Subscriptions in accordance with this Clause 7 and Schedule A.
- 7.2 The fees for any Professional Services shall be billed monthly in arrears based on the daily rates set out in Schedule A. Unless otherwise agreed, the Professional Services fees are calculated on the basis of a seven (7) hour day working day by one consultant between the hours of 9.30am and 5.30pm Monday to Friday excluding Bank and Public Holidays. Any additional hours may be charged at an additional rate.
- 7.3 Unless otherwise agreed in Schedule A, all Subscription Fees are exclusive of expenses. All reasonably necessary expenses including subsistence and travel expenses incurred by CACI in the performance of its obligations hereunder will be charged to the Client. Petrol costs shall be charged at the rate defined by HMRC from time to time.
- 7.4 All Subscription Fees and expenses are specified exclusive of Value Added Tax which will be added to invoices at the appropriate rate.
- 7.5 All invoices are due payable net within thirty (30) days from date of invoice. CACI may charge interest on amounts overdue from the due date until payment both before and after judgement at the rate of 4% per annum above the base rate of Barclays Bank plc in force from time to time. CACI reserves the right to suspend the Services in the event of non-payment. If the Client is committed to making a number of payments hereunder, and the Client defaults on any one payment, then all payments still to be made at the date of default shall immediately fall due and owing to CACI at that date.
- 7.6 All fees payable under this Agreement are non-refundable, regardless of usage or termination of the Agreement.

8 INTELLECTUAL PROPERTY

- 8.1 Each party's pre-existing or background Intellectual Property Rights shall at all times remain vested in and the property of the relevant party
- 8.2 All Intellectual Property Rights in and to the Services (including but not limited to the Application and the Documentation) and any materials created, developed, supplied or otherwise made available by or on behalf of CACI in connection with the Services belong to and shall remain vested in CACI, except for any Third Party Software which shall remain with the relevant third party owner. To the extent that the Client, or any person acting on its or their behalf acquires any Intellectual Property Rights in the Application, Documentation or any other part of the Services, the Client shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to CACI or such third party as CACI may elect. The Client shall execute all such documents and do such things as CACI may consider necessary to give effect to this Clause 8.2.
- 8.3 Nothing in this Agreement shall be construed to restrain CACI, its employees, agents or subcontractors in the use of the techniques and skills of computer programming and design or in the use of any ideas, concepts, information, or know-how relating to methods or processes of general application which may be acquired in the course of performing this Agreement, or as providing the Client with any rights in any computer programs of CACI or its licensors in which any programs developed hereunder for the Client may be written.
- 8.4 Third Party Software will be supplied subject to the applicable third party's licence terms and CACI shall have no liability for any limitations, defects, or changes in such software or its licensing terms. Furthermore, the Client acknowledges that AWS components form part of the Third Party Software, and CACI retains full discretion to configure and integrate such components to optimise the Application. The Client acknowledges that these integrations are essential to the solution and agrees that any changes by AWS to its services or infrastructure shall not constitute a breach by CACI. CACI shall not be liable for any disruption, limitation, or degradation in the Application's performance resulting from AWS changes.

8.5 The Client acknowledges that Open-Source Software is also included as Third Party Software within the Application and will be subject to the applicable open source licence terms listed in the 'About' section within the Application. The Client further acknowledges that these open source licence terms may be subject to modification at any time and without prior notice. CACI shall not be liable for any incompatibility, limitation or defect arising from the use of Open-Source Software.

9 CONFIDENTIAL INFORMATION & FREEDOM OF INFORMATION

9.1 The receiving party agrees that it shall: (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as confidential; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, agreed subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by similar confidentiality and non-use obligations; and (d) comply as soon as practicable with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.

9.2 CACI acknowledges that the Client may be subject to the provisions of the Freedom of Information Act 2000 ("FOIA 2000") and agrees that, if it is, the Client shall not be in breach of this Agreement if it discloses in good faith any Confidential Information or other information in response to a request for information under the FOIA 2000, as long as the Client has considered and applied where relevant the exemptions from disclosure under section 43(1) and section 43(2) of the FOIA 2000.

9.3 For the avoidance of doubt, the Client acknowledges that in CACI's opinion, CACI's pricing [and its methodologies, policies, processes and any proprietary software in the Application, Services and/or Documentation] are exempt from disclosure under the FOIA.

10. WARRANTIES

10.1 CACI gives no warranty, express or implied, that the Application will be supplied by a stipulated date or as to the suitability for any particular purpose of any of the Services and the Application to be provided by CACI. The Client

acknowledges that all Services and Applications are provided "as is" and "as available."

10.2 Notwithstanding any other term in this Agreement, the Client acknowledges and agrees that:

- (a) Any updates to the Third Party Software by CACI shall be limited to those updates that may be provided from time to time by the relevant third party licensor, and provided in line with CACI's release cycle, and CACI shall have no obligation to ensure compatibility with any future updates; and
- (b) CACI shall not be liable to the Client in relation to the Third Party Software which is provided to the Client "as is" without any warranty as to its accuracy, performance of otherwise.

10.3 CACI does not warrant that:

- (a) The Application, use of the Services and/or Documentation supplied is free from error;
- (b) The Client's use of the Services and/or Application will be uninterrupted or error free;
- (c) The Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements or expectations; or
- (d) The Application or the Services will be free from Vulnerabilities or Viruses. The Client is responsible for implementing sufficient procedures to satisfy their particular requirements for data accuracy and security.

10.4 CACI is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities, and CACI shall not be liable for any such issues.

10.5 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law. The Client agrees that it has not relied on any representations or warranties not expressly set out in this Agreement.

11 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

11.1 CACI shall indemnify the Client against all damages awarded, excluding claims arising from open source or third-party components,

against the Client and against direct costs, charges and expenses (but excluding any consequential damages, special damages or loss of profit) incurred by the Client arising from or incurred by reason of any infringement or alleged infringement of copyright in the United Kingdom in consequence of the authorised use of the Services subject to the following:

(a) The Client shall promptly notify CACI in writing of any alleged infringement of which it has notice;

(b) The Client must make no admissions without CACI's prior written consent and do nothing which may prejudice CACI's defence of such claim; and

(c) The Client, at CACI's request and expense, shall allow CACI to conduct any negotiations or litigation and/or settle any claim. The Client shall give CACI all reasonable assistance. The reasonable costs incurred or recovered in such negotiations or settled claim shall be for CACI's account.

11.2 If at any time an allegation of infringement of copyright is made in respect of Services, or if in the reasonable opinion of CACI such allegations are likely to be made, CACI may at its own expense and its sole discretion (i) modify or replace the Services so as to avoid the infringement, without detracting from the overall performance so that materially the same standard as that claimed for the Services is achieved, CACI making good to the Client any loss of use during modification or replacement, or (ii) if such modification or replacement is not commercially feasible, refund to the Client an amount equal to a three year straight line depreciation of the charges paid for the Services.

11.3 CACI shall have no obligations under this Clause 11 with respect to any allegation of infringement of intellectual property rights with respect to the Software to the extent it is based upon (i) the combination, operation or use of the Services with software, hardware or other materials other than as specified by CACI; (ii) use of technology, technological information, designs, plans or specifications furnished by the Client; or (iii) use of the Services for a purpose other than that for which it was designed or contemplated as evidenced by the written documentation agreed between the parties. This Clause 11 states the entire liability of CACI with respect to the infringement of the intellectual property rights of third parties.

12.1 In this Clause 12:

"liability" shall mean every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation or otherwise; and

"default" shall mean any act, omission or breach by CACI or its employees, agents or sub-contractors resulting in CACI incurring liability to the Client.

12.2 Nothing in this Agreement excludes CACI's liability for:

(a) Death or personal injury caused by its proven negligence; or

(b) Its fraud or fraudulent misrepresentation,

12.3 Except in the case of any liability on the part of CACI under Clause 12.2 above, CACI's total aggregate liability under this Agreement (including in respect of any indemnity) in respect of all defaults shall not exceed 125% of the cap.

12.4 In Clause 12.3, the cap is the total Subscription Fees paid in the Contract Year in which the defaults occurred.

12.5 Notwithstanding anything else to the contrary in this Agreement, and subject always to Clause 12.2, CACI shall not be liable for loss of profits, loss of revenues, business interruption, loss of anticipated savings, loss of goodwill or reputation, loss of use, loss of data, ex-gratia payments, wasted expenditure, or any type of special, indirect or consequential loss.

12.6 The limitations of liability in the Agreement have been considered by both parties in the light of availability of insurance and both parties agree that they are fair and reasonable.

13 DATA PROTECTION

13.1 Each party will comply with its obligations set out in Schedule C to this Agreement. Defined terms in this Clause 13 shall have the same meaning as set out in this Schedule C.

13.2 The parties agree that for the purposes of this Agreement CACI is the "Processor" and the Client is the "Controller."

13.3 Where the Client discloses Personal Data to CACI under this Agreement, the Client warrants that it has obtained all the necessary consents from all of the individuals that said Personal Data relates to and/or is otherwise lawfully permitted to disclose such Personal Data to CACI for processing pursuant to this Agreement.

13.4 The Client acknowledges that CACI is reliant on the Client for direction as to the extent to which CACI is entitled to use and process any Personal

Data that is disclosed to it by the Client. Consequently, CACI will not be liable for any claim brought by a Data Subject arising from any action or omission by CACI, to the extent that such action or omission results from the Client's instructions.

14. FORCE MAJEURE

Neither party shall be responsible or liable for any damage, delay or failure in the performance of this Agreement (except failure to pay any sums due and payable at the time of the event giving rise to the Force Majeure) caused by strike, fire, storm, flood, explosion, power failure, war, riot, act of government or any cause beyond its reasonable control.

15 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16. WAIVER

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

17 SUBSCRIPTION TERM AND TERMINATION

17.1 This Agreement shall commence on the Commencement Date and continue, unless terminated earlier in accordance with the terms set out below, for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive period of 12 months (each a **"Renewal Period"**) unless either party notifies the other party of termination, in writing, at least three (3) months' before the end of the Initial Subscription Term or any Renewal Period, in which case the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

17.2 Without prejudice to its rights either party may give notice to terminate this Agreement forthwith if any payment from the other is overdue, or if the other party is in material breach of any of its obligations, which if remediable has not been remedied within thirty (30) days of receipt of written notice of the breach, or shall become insolvent, have a receiver, manager or administrator appointed of the whole or any part of its assets or business, or make any arrangement or composition with its creditors or if any petition is presented which is not discharged within fourteen (14) days or resolution passed for its winding-up other than for the purpose of reconstruction or amalgamation.

17.3 Any clauses which in their nature are intended to survive termination (including without limitation Clauses 6.6, 7, 8, 9, 12, 25 and 27) shall do so. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it nor shall termination relieve the Client of its obligations to pay all charges that accrued prior to such termination.

17.4 CACI can provide the Client with any reasonable assistance extracting and/ or recovering Data at the end of the Term of this Agreement. However, any such assistance will be subject to additional charges as set out in Schedule A which the Client agrees to promptly pay.

18. FREEDOM OF INFORMATION (FOIA)

18.1 CACI acknowledges that the Client may be subject to the requirements of the FOIA and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.

18.2 The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any information identified by CACI is commercially sensitive information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA.

18.3 In no event shall CACI respond directly to a Request for Information unless expressly authorised to do so by the Client.

18.4 CACI acknowledges that (notwithstanding the provisions of Clause 18) the Client may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act

2000 ("the Code"), be obliged under the FOIA to disclose information concerning CACI or the Services in certain circumstances:

(a) without consulting CACI; or

(b) following consultation with CACI and having taken their views into account;

(c) provided always that where Clause 18.4 (a) applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give CACI advanced notice, or failing that, to draw the disclosure to our attention after any such disclosure.

18.5 CACI shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

18.6 Subject to the Client complying with its obligations under this Clause 18, the Client shall not be liable for loss, damage, harm or other detriment suffered by CACI or any sub-contractor arising from the disclosure of any Information, whether or not such Information is Confidential Information, falling within the scope of the FOIA or other relevant legislation.

18.7 The provisions of this Clause 18 shall apply during the Subscription Term of the Agreement and indefinitely after its expiry or termination.

19 THIRD PARTY PROVIDERS

19.1 The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products, third party data and services from, third parties via third-party websites, including but not limited to via application programming interfaces such as the NHS Medicines API. The Client agrees that:

(a) its access and use of any third-party data, services or any third party API is at the Client's sole risk; and/ or

(b) CACI makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content, accuracy, availability or use of, or correspondence with, any such third-party website or third party API or any third party data.

19.2 CACI recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. CACI does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services. The Client agrees to the flow

down terms in respect of third-party data contained in the Services.

19.3 Specifically, with regards to any third party data provided through the NHS Medicines API, the Client shall ensure that it, and all its Authorised Users who have access to this, shall comply in full with:

(a) the NHS England End User Organisation Acceptable Use Policy, a copy of which is available on the NHS England website at [End user organisation acceptable use policy - NHS England Digital](#) (as amended from time to time);

(b) any applicable terms, conditions, technical standards or operational requirements issued by NHS England in relation to the NHS Medicines API services; and

(c) all instructions, restrictions and guidance notified by the CACI relating to the proper use of the NHS England services.

19.4 The Client acknowledges that its right to the provision of such third-party data is contingent upon an agreement between CACI and NHS England (the 'Connection Agreement'). Access to this data will continue as long as the Client complies with the terms of paragraph 19.3, or until the Connection Agreement is terminated, at which point access will cease immediately.

20. APPLICABLE LEGISLATION

Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption, tax evasion and anti-slavery including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017.

21 THIRD PARTY RIGHTS

The provisions of the Contracts (Right of Third Parties) Act 1999 are hereby expressly excluded and no third party may enforce or make any claim under the terms of this Agreement.

22 PURCHASE ORDERS/INVOICES

In the event of the Client issuing a purchase order or CACI issuing an invoice or either party issuing a memorandum or instrument covering this Agreement, it is specifically agreed that such purchase order or invoice, memorandum or instrument is for the issuing party's internal purposes only and any or all terms and conditions therein whether printed or written shall have no force or effect.

23 ASSIGNMENT AND SUBCONTRACTING

23.1 Neither party may assign or transfer any of its rights and obligations under this Agreement

without the prior written consent of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, CACI may assign its obligations to another company within the CACI group of companies subject to giving notice of such assignment to the Client.

23.2 The Client shall not, without the prior written consent of CACI, assign, transfer or subcontract any of its rights and obligations under this Agreement.

23.3 CACI may at any time assign, transfer or subcontract any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Client.

24 ENTIRE AGREEMENT

These conditions supersede any previous understandings, proposals, purchase orders, correspondence, undertakings or other communications, whether written or oral, between the parties relating to the subject matter of this Agreement and constitute the entire understanding between CACI and the Client on all matters contained or referred to herein. However, this provision shall not operate to limit or exclude any liability for fraud. No additional term or variation shall be valid unless in writing signed by each party's authorised representatives. Any terms and conditions in the Client's purchase order are explicitly excluded from this Agreement. In the event of there being any inconsistency between these terms and conditions and Schedules A, B and C, the order of priority is in descending order of the above listed.

25 LAW AND INTERPRETATION

The laws of England and Wales apply to this Agreement and in the event of a dispute the parties agree to submit to the exclusive jurisdiction of the English courts.

26 NOTICES

Any notice to be given under the Agreement shall be in writing and sent by post. In the case of a notice to CACI, it shall also be copied to the Chief Legal Officer at the address out in the Agreement. Any notice shall be deemed received 48 hours after being sent.

27 GENERAL

Headings of Clauses herein are for ease of reference only, and shall be disregarded for the purpose of interpretation of this Agreement.

**SCHEDULE A
SERVICES AND SUBSCRIPTION FEES**

1. Services

[Brief description of Certa]

2. Subscription Fees:

The Subscription Fees shall amount to a total of £[INSERT AMOUNT], based on [NUMBER], User Subscriptions at £[INSERT AMOUNT], per User Subscription.

3. Addition User Subscription Fees

Additional User Subscriptions may be purchased by the Client in accordance with Clause 4 of the Agreement at £[INSERT AMOUNT], per User Subscription.

4. Excess Storage Fees

CACI's excess storage fees current as at the Commencement Date are set out below: **[INSERT EXCESS STORAGE FEES]**.

5. Rates for Additional Services or Time and Materials Services:

- (a) **[Consultant]** (by type) / **[Daily Fee Rates]** (excluding VAT)
- (b) **[Consultant]** (by type) / **[Daily Fee Rates]** (excluding VAT)
- (c) **[Consultant]** (by type) / **[Daily Fee Rates]** (excluding VAT)

These rates are subject to change upon thirty days prior written notice from CACI.

6. Expenses:

Expenses will be charged to the Client in accordance with Clause 7.3 of the Agreement.

SCHEDULE B SUPPORT SERVICES

NOTE: THIS SCHEDULE SETS OUT A SINGLE SERVICE LEVEL AGREEMENT (SLA) APPLICABLE TO ALL CLIENTS. WHERE VARIATIONS APPLY DEPENDING ON THE SUPPORT OPTION SELECTED, SUCH VARIATIONS ARE CLEARLY IDENTIFIED AS APPLYING TO OPTION A (STANDARD SUPPORT) OR OPTION B (ENHANCED SUPPORT), AND ONLY THE APPLICABLE OPTION PURCHASED BY THE CLIENT SHALL APPLY.

1. SERVICES

1.1 Scope of Support Services

Subject to the Client complying with its obligations under this Agreement, including payment of all applicable Fees, CACI shall provide the following Support Services for the Certa platform throughout the Subscription Term:

- (a) Incident Management: Diagnosis, investigation, and resolution of Incidents affecting the Service, including the provision of fixes, patches, or workarounds as appropriate;
- (b) Service Desk Access: Access to CACI's Service Desk via Web Support portal and telephone for reporting Incidents and requesting support;
- (c) Service Availability: Maintenance of Service availability in accordance with the Service Level Agreement set out in Section 2;
- (d) Software Releases: Access to all Feature Releases, Interim Releases, and Hotfixes issued during the Term, as detailed in Section 8;
- (e) Proactive Monitoring: 24/7 automated monitoring of the Service infrastructure with alerting and response procedures for detected issues;
- (f) Web Support Portal Access: Access to the CACI Web Support Portal including a real-time support dashboard enabling the Client to view and filter open support tickets, track status and priority, add comments, and escalate tickets directly within the portal.

1.2 Service Access Methods

The Client may access the Service through the following methods, all of which are covered by these Support Services:

- (a) Web Application: Browser-based access via HTML5-compatible browsers on any operating system;
- (b) Mobile Application: The Intouch mobile application available for Android (version 12 and above) and iOS (version 16 and above). Supported mobile operating system versions are subject to CACI's standard platform support policy as notified to the Client from time to time;
- (c) API Access: The Certa public REST API for approved integrations. Standard Support Services include access to API documentation and initial setup assistance (provision of credentials and API keys). Consultancy services for API implementation or integration development are available as chargeable services in accordance with Section 7.

1.3 Business Continuity and Disaster Recovery

CACI maintains business continuity and disaster recovery capabilities for the Service with the following recovery objectives:

- (a) Recovery Point Objective (RPO): 1 hour maximum data loss;
- (b) Recovery Time Objective (RTO): 8 hours for full service restoration within CACI business hours.

Snapshot backups of data stores are taken on an hourly basis using the AWS Backup service. These backups provide an additional safeguard in the unlikely event that service restoration from backup becomes necessary. Disaster recovery procedures are routinely tested through simulated disaster scenarios to ensure CACI can recover service within RPO and RTO parameters.

2. SERVICE LEVEL AGREEMENT

2.1 Availability Service Level

The Certa Service Level performance will be measured and reported in a Service Period (calendar month). The Certa service operates with a 99.9% availability target, 24 hours per day, 7 days per week, 365 days per year.

The following shall not be counted as Unplanned Downtime for the purposes of calculating Availability:

- (a) Planned Maintenance Windows, provided CACI has given reasonable advance notice in accordance with Section 8.3;
- (b) Downtime caused by factors outside CACI's reasonable control, including but not limited to failures of AWS infrastructure beyond CACI's control, force majeure events, or actions of third parties not under CACI's direction;
- (c) Periods during which the Service is unavailable due to the Client's failure to meet its obligations under Section 5;
- (d) Periods during which the Client's internet connectivity or network prevents access to the Service.

2.2 Incident Priority Definitions

Incidents shall be classified according to the following priority levels:

Priority	Classification	Definition
P0	Critical	Complete service disruption affecting all users with no available workaround.
P1(N)	Nominated Major	A "Nominated" Priority 1 call where a Trivial/Minor/Major priority issue has been escalated by request by the client. These take a slightly higher priority than P1.
P1	Major	An issue that is of major priority but does not prevent you from using the service.

Priority	Classification	Definition
P2	Medium	An issue of normal priority. Generally used if the issue is not urgent, but does require a solution in the immediate future.
P3	Trivial	A low-level trivial fault affecting operations but with workaround available.

2.3 Response Time Service Levels

The following target Response Times shall apply:

Priority	Target Response Time	Coverage
P0 (Critical)	30 minutes	Option A: Standard Support Hours / Option B: Enhanced Support Hours
P1(N) (Nominated Major)	4 Working Hours	Standard Support Hours
P1 (Major)	4 Working Hours	Standard Support Hours
P2 (Medium)	48 Working Hours	Standard Support Hours
P3 (Trivial)	30 Working Days	Standard Support Hours

Response Time is measured from the point at which an Incident is logged with the Service Desk via the CACI Web Support Portal (or, in the case of P0 Incidents, from the initial receipt of the telephone call confirming the status of the services).

2.4 Resolution Time Service Levels

The following target Resolution Times shall apply:

Priority	Target Resolution Time	Coverage
P0 (Critical)	24 hours	Option A: Standard Support Hours / Option B: Enhanced Support Hours

Priority	Target Resolution Time	Coverage
P1(N) (Nominated Major)	20 Working Days	Standard Support Hours
P1 (Major)	20 Working Days	Standard Support Hours
P2 (Medium)	40 Working Days	Standard Support Hours
P3 (Trivial)	60 Working Days	Standard Support Hours

An Incident shall be deemed resolved when either:

- (a) the underlying cause has been identified and rectified such that the Service is operating as expected; or
- (b) an acceptable workaround has been provided to the Client that enables the affected business process to continue.

It is important to emphasise that resolution within the context of this Call-Off Contract may be achieved by providing an acceptable short-term workaround. This approach ensures service continuity whilst allowing time for comprehensive permanent solutions to be properly developed, tested, and deployed. Where resolution is achieved by workaround under paragraph (b), CACI shall continue to work towards a permanent fix unless the Client agrees in writing that the workaround constitutes an acceptable permanent solution.

2.5 Service Level Consequences

The Availability Service Level set above at Section 2.1 is a target and any failure to meet the

3. SUPPORT HOURS AND COVERAGE

3.1 Standard Support Hours (Option A)

The Service Desk shall be fully staffed and operational during the following Standard Support Hours:

Monday to Friday, 0800 to 1800 (UK time), excluding UK public holidays. During Standard Support Hours, CACI provides:

- (a) Incident response;
- (b) Direct access to technical support staff;
- (c) Incident triage and prioritisation;

Availability Service Level shall not give rise to Service Credits or financial penalties. However, persistent or material failure to meet Service Levels may be addressed through the governance and escalation procedures set out in the Call-Off Contract.

2.6 Service Level Reporting

CACI shall provide the Client with Service Level reports as follows:

- (a) Monthly Performance Reports: CACI shall provide monthly performance reporting against Service Levels via the Certa Support SLA Dashboard, detailing:
 - Availability achieved during the reporting period;
 - Number and classification of Incidents by priority;
 - Response and Resolution times achieved against targets;
 - Any Planned Maintenance undertaken;
 - Trend analysis and commentary on service performance.
- (b) Weekly Open Incident Reports: Automated reports of open Incidents will be sent to designated contacts each Monday at 09:00 hours. These reports supplement the real-time dashboard and highlight any tickets requiring urgent attention;
- (c) Service Management Board: Monthly performance reports shall be reviewed during monthly Service Management Board meetings.

- (d) Resolution activities and workaround deployment.

During Standard Support Hours, all Incident priorities (P0 through P3) shall be actively managed, and the Client may contact the Service Desk via the web portal or telephone

3.2 Enhanced Support Hours (P0 Incidents) (Option B)

Enhanced Support Hours have been included for the Client with effect from the Go-Live Date . The enhanced provision covers P0 (Critical) Incidents only, 365 days per year:

Weekdays:

- 0630 to 0800 Monday to Friday
- 1800 to 2230 Monday to Friday

Weekends and Bank Holidays:

- 0630 to 2230 Weekends and Bank Holidays

During Enhanced Support Hours:

- (a) First Line Response: CACI Web Portal and telephone support shall be available for logging Incidents and providing initial response. The OOH-specific telephone number must be used as a first line response trigger;
- (b) P0 Escalation: Critical Incidents (P0) reported during Enhanced Support Hours shall be escalated to CACI's on-call technical team for immediate investigation and response in accordance with the P0 Response Time target of 30 minutes;
- (c) Non-Critical Incidents: Incidents classified as P1, P1(N), P2, or P3 that are logged during Enhanced Support Hours shall be queued for action at the commencement of the next Standard Support Hours period. Response Time measurement shall commence from the start of the next Standard Support Hours period.

3.3 P0 Critical Incident Coverage (Option B)

For P0 Critical Incidents, CACI shall provide coverage during Enhanced Support Hours (Monday to Sunday, 0630 to 2230 UK time). This means:

- (a) P0 Incidents may be reported at any time via telephone (during Enhanced Support Hours and Standard Support Hours) or web portal (at any time);
- (b) The 30-minute Response Time target applies during Enhanced Support Hours;
- (c) The 24-hour Resolution Time target is measured using Enhanced Support Hours;
- (d) CACI maintains an on-call rota of technical personnel capable of diagnosing and resolving P0 conditions.

3.4 Working Hours Calculation

For the purposes of calculating Response and Resolution Times:

- (a) (Option A) Standard Support Hours: Working hours are defined as hours that fall within Standard Support Hours: Monday to Friday, 0800 to 1800 UK time, excluding weekends and UK bank holidays. Example: A P1 incident logged at 1600 on Friday with a 4-hour response target would have a response deadline of 1000 the following Monday (2 hours remaining on Friday + 2 hours on Monday = 4 working hours).
- (b) (Option B) Enhanced Support Hours: Working hours are defined as hours that fall within Enhanced Support Hours: Monday to Sunday, 0630 to 2230 UK time. Example: A P0 incident logged at 2100 on Friday with a 30-minute response target would have a response deadline of 2130 on Friday. The Resolution target of 24 hours would have a resolution deadline of Sunday 1300. (1.5 hours remaining on Friday + 16 hours on Saturday + 6.5 hours on Sunday = 24 hours)

3.5 Contact Methods

The following contact methods are available:

- CACI Web Support Portal: Available 24/7/365 for all Incidents.
- Telephone: Available during Standard Support Hours and Enhanced Support Hours. For all Incidents; mandatory for P0 confirmation. (Option B) A specific telephone line for OOH is provided as a first-line response trigger for P0 incidents.
- Email: Available 24/7/365. For non-urgent queries; not for Incident logging.
- P0 Telephone Confirmation Requirement: When the Client logs a P0 Incident via the CACI Web Portal, the Client must also telephone the Service Desk to confirm the P0 status. The Response Time clock shall commence from the initial receipt of this telephone call.

4. SUPPORT LIMITATIONS AND EXCLUSIONS

4.1 Exclusions from Support Services

The Support Services shall not include diagnosis, investigation, or rectification of any issue resulting from or attributable to:

- (a) Misuse or Improper Operation: Use of the Service in a manner inconsistent with the Documentation, user guidance, or training provided by CACI, or use for purposes for which the Service was not designed;
- (b) Client Network or Connectivity: Failures or performance issues arising from the Client's internet connectivity, internal network infrastructure, firewalls, proxy servers, or other network equipment not provided or managed by CACI;
- (c) Client Devices or Browsers: Issues arising from the Client's end-user devices, operating systems, or browsers that do not meet the minimum specifications set out in the Documentation, or from device-specific configurations not supported by the Service;
- (d) Unauthorised Modifications: Any modification, configuration change, or attempted integration made to the Service or the Client's use of the Service by any party other than CACI without CACI's prior written consent;
- (e) Third-Party Integrations: Issues arising from integrations with third-party systems not provided or certified by CACI, except to the extent that CACI has agreed in writing to support such integration;
- (f) Client Data Issues: Data corruption, data quality issues, or data entry errors caused by the Client or its users, except where such issues arise from a defect in the Service;
- (g) Failure to Follow Recommendations: Issues arising from the Client's failure to implement reasonable recommendations previously advised by CACI in respect of solutions to faults or Service configuration;
- (h) Force Majeure: Issues arising from circumstances beyond CACI's reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, pandemic, or failures of underlying infrastructure providers.

4.2 Matters Outside Standard Support

The following matters are not included within the scope of standard Support Services and, if requested, shall be subject to CACI's Chargeable Work procedures set out in Section 7:

- (a) Training: Provision of user training, administrator training, or re-training. Training requirements and associated charges are set out separately in Call-Off Schedule 5 (Pricing Details);
- (b) Data Services: Requests for data amendments, deletions, insertions, bulk data corrections, or data migration activities;
- (c) Configuration Changes: Changes to Service configuration, workflows, forms, or business rules at the Client's request (as distinct from rectification of defects);
- (d) Custom Reports: Development of new reports or modification of existing reports beyond standard reporting functionality;
- (e) New Features or Enhancements: Requests for new features, functionality enhancements, or modifications to meet Client-specific requirements not included in the standard Service roadmap;
- (f) Integration Development: Development of new bespoke integrations or modification of existing integrations with third-party systems;
- (g) API Consultancy: Consultancy services for API implementation, integration development, or debugging of Client-developed integrations beyond the initial setup assistance included in standard Support Services;
- (h) On-Site Support: Attendance at Client premises for support purposes (support is provided remotely unless otherwise agreed);
- (i) Extended Data Retention: Retention of data beyond standard retention periods or specific archiving requirements.

4.3 Boundary with Underlying Infrastructure

The Service is hosted on Amazon Web Services (AWS) infrastructure. The Client acknowledges that AWS is an independent third-party provider and that CACI has no control over the AWS Services. Accordingly, CACI shall have no liability for any interruption, downtime, performance issues, limitations, or changes arising from the AWS

Services or infrastructure, and any such issues shall not be applicable under this Service Level Agreement.

In relation to AWS, CACI is responsible for:

- (a) Configuration, management, and monitoring of the Certa application and its components;
- (b) Liaison with AWS in respect of any underlying infrastructure issues affecting the Service;

5. CLIENT OBLIGATIONS

5.1 Cooperation and Access

To enable CACI to provide the Support Services effectively, the Client shall:

- (a) Provide Accurate Information: When reporting an Incident, provide accurate and complete information including a clear description of the issue, steps to reproduce (where possible), the business impact, screenshots or recordings where appropriate, and any error messages displayed;
- (b) Designated Contacts: Nominate and maintain a list of Authorised Contacts who are trained in the use of the Service and authorised to report Incidents and request support on behalf of the Client. CACI shall only be obliged to respond to requests from Authorised Contacts. The Client shall separately designate Authorised Change Control Contacts (being the Primary Change Control Person and any Secondary Change Control Persons) who shall have authority to request escalation of Incidents to P1(N) status and to authorise change requests;
- (c) Respond Promptly: Respond promptly to reasonable requests from CACI for additional information, access, or cooperation required to investigate and resolve Incidents;
- (d) Grant Access: Where necessary for investigation purposes, grant CACI access to relevant user accounts, system logs, or other information within the Client's control that may assist in diagnosing the Incident;
- (e) Test Environment Verification: Before reporting an Incident as affecting the production environment, where practicable verify whether the same issue occurs in the Client's test

- (c) Implementation of appropriate redundancy and failover mechanisms within the AWS environment.

4.4 Third-Party Software

If an Incident is determined to be caused by Third-Party Software (including open source) used within the Service, CACI will refer the issue to the relevant vendor and track progress until resolution.

environment and include this information in the Incident report.

5.2 Incident Ownership and Management

When an Incident is logged within the Web Support System by the Client, the caller (System Administrator) is allocated to the Incident ticket. The assigned caller of the Incident ticket is responsible for:

- (a) Overseeing and managing the full cycle of the Incident ticket from date raised to closure;
- (b) Progressing any actions internally within the Client's organisation;
- (c) Updating and sending communications to other members of the Client's team regarding CACI updates (where applicable);
- (d) Working in coordination with a CACI Customer Care Consultant to resolve the issue.

The Client is expected to regularly review and update assigned tickets via the CACI Web Support Portal.

5.3 Absence and Handover

In the event of planned absences (such as annual leave or training), it is the responsibility of the Client to:

- (a) Ensure appropriate handover of Incident ticket ownership to another Authorised Contact;
- (b) Notify the CACI Customer Care Team of any changes in point of contact.

5.4 Service Desk Procedures

The Client shall:

- (a) Use Proper Channels: Report all Incidents through the Service Desk via the approved contact methods (Web Support Portal or telephone) and not bypass the Service Desk by contacting CACI personnel directly, except for follow-up on existing Incidents;

- (b) Follow Procedures: Follow the Incident reporting procedures set out in Section 6 and any additional procedures communicated by CACI from time to time;
- (c) Reference Numbers: Use Incident reference numbers provided by CACI in all communications relating to an Incident.

5.5 Out-of-Scope Contacts

Direct contact with CACI personnel outside the Service Desk process is not permitted under this Call-Off Contract, unless:

- (a) The contact is a follow-up to an existing Incident;
- (b) The Service Desk is temporarily unavailable.

5.6 Proper Use of the Service

The Client shall:

- (a) Trained Users: Ensure that all users of the Service have received adequate training and are competent to use the Service in accordance with the Documentation;
- (b) Current Browsers: Ensure that users access the Service using supported browsers and devices as specified in the Documentation;
- (c) Adequate Connectivity: Maintain adequate internet connectivity to enable effective use of the Service;

6. SERVICE DESK PROCEDURES

6.1 Logging Incidents

All Incidents shall be logged with the CACI Service Desk using one of the following methods:

- (a) Web Support Portal: The primary method for logging Incidents. Available 24/7/365;
- (b) Telephone: Available during Standard Support Hours and Enhanced Support Hours (Section 3.5). Mandatory for confirming P0 Critical Incidents.
- (c) Upon logging an Incident, the Client shall provide the following minimum information:
 - Name and contact details of the reporting user
 - Description of the issue and expected behaviour
 - Steps to reproduce the issue (where known)
 - Business impact and urgency
 - Number of users affected

- (d) Security Compliance: Comply with security requirements including multi-factor authentication, password policies, and any security guidance issued by CACI;
- (e) No Unauthorised Modifications: Not modify, reverse engineer, or attempt to access the Service in any way not authorised by the Documentation or this Agreement;
- (f) Notification of Changes: Notify CACI promptly of any planned changes to the Client's IT environment that may affect the Service, including changes to network configuration, single sign-on providers, or integrated systems.

5.7 Consequence of Non-Compliance

Where an Incident arises from or is contributed to by the Client's failure to comply with its obligations under this Section 5, CACI shall:

- (a) Not be in breach of its Service Level obligations to the extent that non-compliance has affected CACI's ability to meet those obligations;
- (b) Be entitled to charge for time spent investigating and resolving such Incidents in accordance with Section 7, provided that CACI has first notified the Client that the issue appears to arise from non-compliance and obtained the Client's agreement to proceed on a chargeable basis.

- Screenshots, error messages, or recordings (where applicable)
- Confirmation of whether the issue has been verified in the test environment

6.2 Incident Reference and Acknowledgement

Upon receipt of an Incident:

- (a) CACI shall allocate a unique Incident reference number;
- (b) The reference number shall be communicated to the Client and shall be used for all subsequent communications regarding that Incident;
- (c) CACI shall provide acknowledgement of receipt and initial priority classification.

6.3 Priority Assignment

- (a) Initial Classification: CACI shall assign an initial priority classification based on the information

provided by the Client and the definitions in Section 2.2;

- (b) Discussion: For P0 and P1 classifications, CACI and the Client shall discuss and agree the priority. The Client's assessment of business impact shall be given significant weight;
- (c) P1(N) Escalation: An Authorised Contact (being the Primary Change Control Person or a Secondary Change Control Person designated by the Client) may request escalation of any P1, P2, or P3 Incident to P1(N) (Nominated Major) status by clearly stating the specific business impact requiring expedited attention. CACI shall not unreasonably refuse such escalation requests;
- (d) Reclassification: If during investigation the nature or impact of an Incident changes, CACI may reclassify the priority and shall notify the Client of the new classification with reasons.

6.4 Investigation and Progress Updates

Following Incident logging:

- (a) CACI shall take ownership of the Incident and manage the investigation through to resolution, working in coordination with the Client's assigned caller as set out in Section 5.2;
- (b) Progress updates shall be recorded in the Service Desk system and shall include current status, investigation findings, and expected next steps.

6.5 Escalation

Where an Incident is not being resolved within expected timescales, or where the Client is dissatisfied with progress, the following escalation path shall apply:

Level	Contact	Escalation Trigger
1	Customer Care Consultant	First point of contact
2	Service Delivery Manager	Level 1 unresolved or requires management attention

Level	Contact	Escalation Trigger
3	Head of Customer Care	Level 2 unresolved or significant service impact
4	Relationship Executive	Level 3 unresolved or strategic concern
5	Business Development Director	Level 4 unresolved or executive escalation required

CACI shall provide the Client with current contact details for each escalation level.

6.6 Incident Closure

- (a) CACI shall not close an Incident without first notifying the Client that the Incident is proposed for closure;
- (b) An Incident shall only be closed when:
 - The fix has been implemented and verified by the Client as resolving the issue; or
 - A workaround has been provided and accepted by the Client; or
 - The fix has been incorporated into a Release that has been made available to the Client;
 - The ticket has been assigned to the client and has had a status of Pending Close for a period of 5+ working days. CACI will set the status of the ticket to closed.
- (c) If the Client believes the issue persists after closure, the Client may request the Incident be re-opened;
- (d) Upon closure, the Client may be invited to provide feedback on the support experience.

6.7 Incident Resolution Information

For every Incident ticket that is logged, CACI will provide the following information (as applicable) by the time the Incident is considered resolved:

- (a) A unique reference number;
- (b) Workarounds for Incident logged (where applicable);
- (c) The resolution intended to be taken, or which has been taken to rectify the Incident;
- (d) Root cause of problem (where applicable);
- (e) System Down Report for P0 (Critical) Incidents.

7. CHARGEABLE WORK PROCEDURES

7.1 Definition of Chargeable Work

Support work shall be chargeable where:

- (a) The request falls outside the scope of standard Support Services as defined in Section 1 and Section 4;
- (b) The issue arises from circumstances excluded under Section 4.1;
- (c) The request relates to matters listed as outside standard support in Section 4.2;
- (d) Investigation determines that the reported issue is not a defect in the Service but a request for changed functionality or configuration.

7.2 Identification and Notification

- (a) Default Position: All Incidents reported to the Service Desk shall initially be treated as falling within standard Support Services until there are reasonable grounds to determine otherwise;
- (b) Notification: As soon as CACI determines that work is or may be chargeable, CACI shall notify the Client via the Service Desk system, explaining the reasons for the chargeable classification;
- (c) Upon notification, the Client may:
 - Authorise CACI to proceed on a chargeable basis;
 - Dispute the chargeable classification (which shall be escalated for resolution);
 - Request that work cease pending further consideration.

7.3 Estimates and Authorisation

- (a) Before commencing chargeable work, CACI shall provide the Client with an estimate setting out:
 - The proposed work to be undertaken
 - The estimated time and cost
 - Whether the work is proposed on a time and materials or fixed price basis
- (b) Chargeable work shall not commence until the Client has provided written authorisation (email shall suffice);
- (c) The Client may nominate a cost level that it is prepared to incur. Where work is authorised on a time and materials basis and the nominated cost level is reached, CACI shall notify the Client and obtain authorisation to continue before incurring further charges.

7.4 Rates and Invoicing

Chargeable work shall be charged at the daily rate set out in Call-Off Schedule 5 (Pricing Details) or as otherwise agreed in writing.

7.5 Reclassification

If during chargeable work CACI determines that the root cause was in fact a defect in the Service falling within standard Support Services:

- (a) CACI shall notify the Client immediately;
- (b) No charges shall apply for work undertaken on that Incident;
- (c) Any charges already invoiced shall be credited.

8. CONTINUOUS IMPROVEMENT AND UPDATES

8.1 Release Types

CACI operates a continuous deployment model and shall provide the following types of releases:

Release Type	Schedule	Purpose
Hotfixes	As required	Critical issues or cybersecurity threats
Interim Releases	Fortnightly	Bug fixes and compliance updates
Feature Releases	Biannually	New functionality

8.2 Release Management

- (a) Automatic Deployment: As a SaaS solution, releases are deployed centrally by CACI to all clients. The Client does not need to take action to receive releases. Deployment of releases is an automated process that ordinarily does not require any downtime;
- (b) Release Notes: For each Feature Release and Interim Release, CACI shall provide release notes detailing new features, changes, bug fixes, and any action required by the Client;

- (c) Advance Notice: For Feature Releases containing significant changes, CACI shall provide reasonable advance notice to enable the Client to prepare users and update any local documentation or processes as necessary;
- (d) Non-Selective Updates: The nature of SaaS means that all clients receive all updates. The Client cannot elect to remain on a previous version of the Service.

8.3 Planned Maintenance

- (a) CACI may undertake Planned Maintenance on the Service from time to time for the purposes of infrastructure updates, security patching, performance optimisation, or other necessary maintenance activities;
- (b) In the rare event that downtime may be required, CACI will communicate this with reasonable advance notice to enable the Client to prepare accordingly;
- (c) Planned Maintenance undertaken in accordance with this Section 8.3 shall not count toward Unplanned Downtime for the purposes of Availability calculation;
- (d) Emergency maintenance required to address critical security vulnerabilities or imminent

service failures may be undertaken with less notice, and CACI shall notify the Client as soon as practicable;

- (e) Foundational infrastructure for services provided by AWS are patched by AWS as part of their shared responsibility model.

8.4 Legislative and Regulatory Updates

The Support Services exclude development, configuration or changes required to address any legislative, regulatory or policy changes (whether general, sector-specific or Client-specific), save where expressly agreed in writing as chargeable work.

8.5 Service Management Board

CACI and the Client shall meet monthly to review:

- (a) Service Level performance and trends;
- (b) Incident volumes and common issues;
- (c) Upcoming releases and roadmap;
- (d) The Client's evolving requirements;
- (e) Opportunities for service improvement.

Service review meetings shall typically include representatives from CACI's support operations, account management, and project management (where relevant active projects exist).

9. DEFINITIONS

IN THESE SUPPORT SERVICES TERMS, THE FOLLOWING DEFINITIONS APPLY. WHERE A TERM IS DEFINED IN THE AGREEMENT, THAT DEFINITION SHALL PREVAIL IN THE EVENT OF ANY INCONSISTENCY:

Term	Definition
Authorised Contact	An individual nominated by the Client and notified to CACI as being authorised to report Incidents and request support on behalf of the Client in relation to these Support Services.
Availability	The percentage of time during a Service Period that the Service is available for use.
Enhanced Support Hours (Option B)	Monday to Sunday, 0630 to 2230 UK time, 365 days per year from Go-Live. Enhanced Support Hours apply to P0 (Critical) Incidents only.
Feature Release	A baseline software release incorporating new functionality, issued biannually.
Go-Live Date	The date from which the Service enters production use and Enhanced Support Hours become effective.
Hotfix	An urgent software update released outside the normal release cycle to address critical issues or cybersecurity threats.
Incident	Any unplanned event that materially affects the functionality of the Application in the live environment and results in a measurable reduction of the agreed service quality, but only to the extent directly caused by a failure of the Application to operate in accordance with its specification, and expressly excluding any issue arising from or contributed to by factors outside of the Supplier's reasonable control (including Client actions or

Term	Definition
	omissions, third party systems, components, network or Internet connectivity, hosting or infrastructure providers or data issues). For the avoidance of doubt, issues attributable to Third Party Software or infrastructure are excluded Incidents as categorised in paragraph 4 above.
Interim Release	A software release incorporating bug fixes and compliance updates, typically issued fortnightly.
Planned Maintenance	Scheduled maintenance activities undertaken by CACI in accordance with Section 8.3.
P0 / Critical Incident	An Incident classified as Priority 0 in accordance with Section 2.2: Complete service disruption affecting all users with no available workaround.
P1 / Major Incident	An Incident classified as Priority 1 in accordance with Section 2.2: An issue that is of major priority but does not prevent you from using the service.
P1(N) / Nominated Major Incident	An Incident escalated to Nominated Major status in accordance with Section 2.2 by an Authorised Change Control Contact.
P2 / Medium Priority Incident	An Incident classified as Priority 2 in accordance with Section 2.2: An issue of normal priority that is not urgent but requires a solution in the immediate future.
P3 / Trivial Incident	An Incident classified as Priority 3 in accordance with Section 2.2: A low level trivial fault affecting operations but with workaround available.
Primary Change Control Person	The individual designated by the Client as the primary

Term	Definition
	contact authorised to request escalation of Incidents and authorise change requests.
Recovery Point Objective (RPO)	The maximum acceptable amount of data loss measured in time: 1 hour.
Recovery Time Objective (RTO)	The maximum acceptable time to restore the Service after a disaster: 8 hours within CACI business hours.
Resolution	Has the meaning given in Section 2.4.
Resolution Time	The elapsed time from the logging of an Incident to Resolution of that Incident, measured in accordance with Section 2.4.
Response Time	The elapsed time from the logging of an Incident to CACI's initial acknowledgement and commencement of investigation, measured in accordance with Section 2.3.
Secondary Change Control Person	An individual designated by the Client as an alternative contact authorised to request escalation of Incidents and authorise change requests in support of or in the absence of the Primary Change Control Person.
Service Desk	CACI's support function responsible for receiving and managing Incidents and support requests.

Term	Definition
Service Level	A target level of performance specified in Section 2.
Service Period	A calendar month, being the period over which Availability is measured.
Standard Support Hours (Option A)	0800 to 1800 Monday to Friday UK time, excluding UK public holidays.
Support Services	The support and maintenance services described in this Schedule.
System Down Report	A report provided by CACI following resolution of a P0 (Critical) Incident, detailing the incident timeline, root cause, and remediation actions.
Term	The term of the Call-Off Contract.
Unplanned Downtime	Any period during which the Service is unavailable that does not constitute Planned Maintenance and is not excluded under Section 2.1.
Working Day	Any day other than a Saturday, Sunday, or UK public holiday.
Workaround	A method of circumventing or mitigating the effects of an Incident that enables the Client to continue using the Service for its intended purposes, even if not in the originally intended manner.

SCHEDULE C DATA PROTECTION CLAUSES

THE DATA PROTECTION CLAUSES SHALL APPLY BETWEEN CACI LIMITED (CACI) AND THE CLIENT.

Definitions:-

The following capitalised terms used in these Data Protection Clauses shall have the meaning set out in UK GDPR (e.g. in Article 4 of UK GDPR) as applicable; Controller, Data Subject, Processor, Processing (and Process and Processed shall be construed according to this definition of Processing), Personal Data, Personal Data Breach, Supervisory Authority (e.g. The Information Commissioner).

Data Protection Officer: means Raj Afghan, at CACI Limited, CACI House, Kensington Village, Avonmore Road, London W14 8TS (email: DPO@caci.co.uk) or such other persons as notified to the Controller from time to time.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder).

Law: means the laws of England and Wales.

1. General

1.1 The parties agree that:

1.1.1 the Data Protection Clauses are incorporated into the Agreement

1.1.2 if there is any conflict or inconsistency between the Data Protection Clauses and the terms and conditions in the Agreement that relate to the Processing and confidentiality of Personal Data, the provisions of the Data Protection Clauses shall prevail.

1.1.3 the Data Protection Clauses only apply where CACI is the Processor under the Agreement and the Client is the Controller.

2. Article 28 UK GDPR compliant clauses

Details about the processing

2.1 The parties agree that Annex 1 is completed and accurate under this Agreement.

Written Instructions

2.2 The Processor will only Process Personal Data in accordance with the Controller's written instructions

unless the Processor is required to act without such written instructions by Law.

Confidentiality

2.3 The Processor will ensure that only the Processor's employees, consultants, directors and officers who need to Process the Personal Data under the Agreement shall have access to it and provided that in each case they have prior entered into a written agreement with the Processor that contains an obligation that such employees, consultants, directors and officers are obligated to keep information (including Personal Data) made available to them confidential.

Security

2.4 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks relating to its Processing of the Personal Data and in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed. The Processor agrees to use the appropriate technical and organisational measures set out in the Agreement or where these are inadequate to use those set out in Annex 2.

Using sub-processors

2.5 The Processor shall not employ any other sub-processor(s) without the prior specific or general written authorisation of the Controller. The Processor must notify the Controller of any changes it intends to make to the agreed sub-processor(s) and give the Controller a reasonable opportunity to object to such changes. The Processor shall enter into a written contract with each sub-processor which contains the same or substantially the same data protection obligations on the sub-processor as set out in these Data Protection Clauses. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under Data Protection Legislation and the contract entered into between the Processor and sub-processor.

Data Subjects' rights

2.6 The Processor shall, subject to taking into account the nature of the Processing it carries out and by having appropriate technical and organisational measures in place, assist the Controller upon request to fulfil its obligations that relate to enabling Data Subjects to exercise their rights under Data Protection Legislation, such as subject access requests, requests for rectification or erasure of Personal Data and making objections to Processing,

Assisting the Controller

2.7 The Processor shall, subject to taking into account the nature of the Processing it carries out and the information available to it, assist the Controller upon request in meeting its obligations under Data Protection Legislation (i.e. under Articles 32 to 36 of UK GDPR) relating to:

- 2.7.1 keeping the Personal Data secure;
- 2.7.2 notifying Personal Data Breaches to the Supervisory Authority (in particular the Processor agrees to notify Controller as soon as reasonably practicable upon receipt of any communication, notice, request or complaint from a Data Subject; and notifying the Controller of any Personal Data Breach without undue delay once the Processor becomes aware of the breach and providing the Controller with such reasonable assistance and information in relation to such Personal Data Breach as the Controller requests);
- 2.7.3 advising the Data Subjects when there has been a Personal Data Breach;
- 2.7.4 carrying out data protection impact assessments ("DPIA"); and
- 2.7.5 consulting with the Supervisory Authority where the DPIA indicates there is an unmitigated high risk to the processing.

Return/deletion of Personal Data at the end of the Agreement

2.8 Unless required by Law to retain the Personal Data, the Processor shall upon termination or expiry of the Agreement, at the Controller's choice, either delete or return to the Controller all of the Personal Data it has been Processing for the Controller.

Audits and Inspections

2.9 The Processor shall in relation to the Processing it carries out:

- 2.9.1 provide the Controller with all the information that is needed to show that the Processor has met all of its obligations under these Data Protection Clauses;

2.9.2 at the Controller's request submit and contribute to audits and inspections that the Controller or the Controller's appointed auditor carries out;

2.9.3 pursuant to Article 28.3(h) of UK GDPR immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with Data Protection Legislation.

Controller's obligations

2.10 The Controller shall comply with its obligations under Data Protection Legislation including in relation to its collection, processing and provision of Personal Data to the Processor in connection with the Agreement.

Additional Clauses

3. Overseas transfers

The Processor shall not transfer the Personal Data to any country or international organisation located outside the UK without the prior written consent of the Controller.

4. Processor's other obligations

In addition to these Data Protection Clauses the Processor has direct obligation under UK GDPR which the Processor agrees to comply with to the extent applicable (i.e. those obligations set out in Articles 27, 29, 30.2, 31, 32, 33 and 37 of UK GDPR). The Processor agrees that it has appointed a Data Protection Officer.

5. Liability

The Processor shall be liable to the Controller for any losses, damages and costs (including reasonable legal costs) arising from the Processor's breach of these Data Protection Clauses subject to Article 82 of UK GDPR and any limitations in the Agreement. The Processor shall only be liable for any payment to the Controller resulting from its breach of these Data Protection Clauses to the extent that such payment has been ordered by a competent court in the UK, a legally binding decision of the Supervisory Authority or other regulatory body in the UK, or by way of a written agreement between the Controller and Processor after the breach arises.

ANNEX 1

DETAILS RELATING TO THE PERSONAL DATA AND PROCESSING PURSUANT THE AGREEMENT.

The subject matter and duration of the processing of the Personal Data.	[insert]
The nature and purpose of the processing of the Personal Data.	[insert]
The types of Personal Data to be processed.	[insert]
The categories of Data Subjects to whom the Personal Data relates.	[insert]
The obligations and rights of the Controller.	As set out in the GDPR, above and/or in the Agreement.
State the names of any sub processors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.	The Controller hereby grants the Processor specific authorisation to engage Amazon Web Services EMEA SARL ("AWS") as its sub-processor ("Sub-Processor") for the purpose of processing of Personal Data by way of cloud infrastructure and hosting services provider to the terms of the A27WS GDPR Data Processing Addendum between the Processor and Sub-Processor available here: https://d1.awsstatic.com/legal/awsgdpr/AWS_GDPR_DPA.pdf

ANNEX 2**DETAILS OF TECHNICAL AND ORGANISATIONAL
SECURITY MEASURES TO PROTECT THE
PERSONAL DATA AND THE PROCESSING OF
SUCH DATA.**

CACI shall use the technical and organisational security measures required under its ISO27001 accreditation.

In particular, as part of CACI's ISO27001 accreditation CACI maintains internal policies and procedures which are designed to:

- (a) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (b) has back-up, archive and/or disaster recovery processes which are capable of restoring the availability and access; to Personal Data in a timely manner in the event of a physical or technical incident; and
- (c) minimise security risks, including through regular security risk assessment, evaluation and testing.