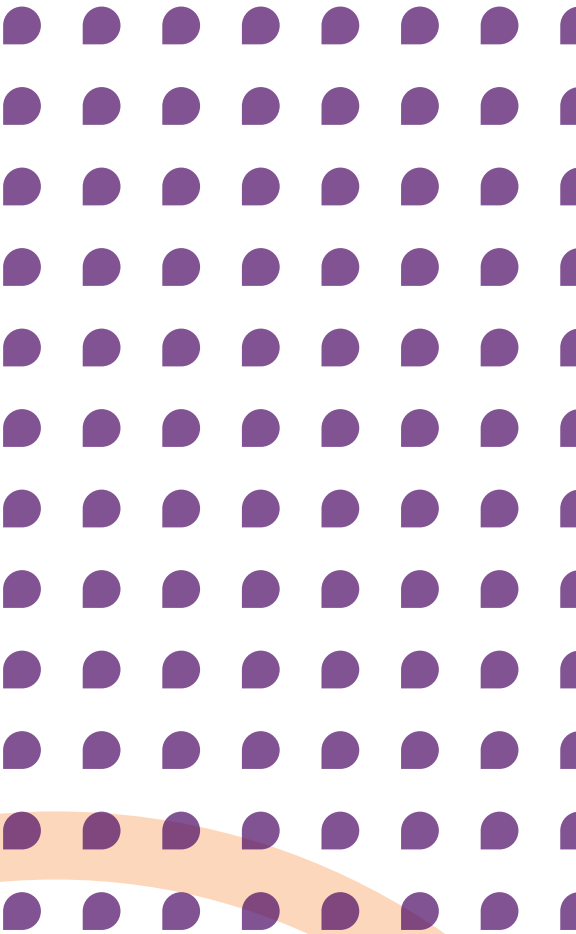




GOSS Professional Services Agreement



gossinteractive.com

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Service Particulars

Business Name and Address ("Client")	The Buyer as specified in the Framework Schedule 6 Order Form
Date of Agreement:	The Call-off start date as specified in the Framework Schedule 6 Order Form
Services	The Call-off Deliverables as specified in the Framework Schedule 6 Order Form
Client deliverables	Client Deliverables as specified in the Framework Schedule 6 Order Form
Sub-processor	GOSS SaaS service is using Amazon AWS and Google Cloud DDoS protection : Cloudflare (if purchased or included in the software package)
Shared data with Third party (if applicable)	If applicable as specified in the Framework Schedule 6 Order Form
Service Fee (ex VAT) due to be paid	Call-off Charges as specified in the Framework Schedule 6 Order Form

I/We have read and accept the Agreement set out below: (for and on behalf of GOSS)

Signed: _____

Name: _____

Position: _____

Date: _____

I/We have read and accept the Agreement set out below: (for and on behalf of Client)

Signed: _____

Name: _____

Position: _____

Date: _____

These are the terms and conditions on which GOSS Interactive Limited, with company number 03553908 and whose registered is at 11 Buckingham Street, London, England, WC2N 6DF and whose business address for notices and correspondence is 24 Darklake View, Estover, Plymouth, Devon, PL6 7TL (hereafter "GOSS"), shall supply Services to the Client. GOSS is part of AdvancedAdvT Limited ("AdvT").

GOSS reserves the right to amend these terms and conditions at any time in accordance with any applicable law or to improve the Services (and any other service provided by GOSS) provided that no such amendment shall apply to any Call-Off Contract without the Buyer's prior written consent.

Framework Call-Off Contracts

Where the Services are provided pursuant to a Call-Off Contract under a public sector framework agreement, these SaaS terms and conditions ("Supplier Terms") shall apply only to the extent expressly incorporated or referred to in the relevant Order Form.

In such circumstances:

- (a) the Supplier Terms are subordinate to and shall not override the Call-Off Contract or any applicable Order Form;
- (b) the Supplier Terms shall apply only to the extent permitted under the applicable framework agreement; and
- (c) any provisions of the Supplier Terms which are not permitted to apply, or which would conflict with or materially alter the risk allocation set out in the Call-Off Contract, shall be deemed disappplied and of no effect.

In the event of any conflict or inconsistency, the Call-Off Contract shall prevail.

1 Definitions

In these conditions, the "Client" shall mean any person(s), company(s) or authority(s) who shall order or purchase services or goods from Goss Interactive Limited (hereinafter referred to as 'GOSS'). 'The Contract' shall mean the contract for sale or supply of services or goods by GOSS to the Client.

2 Contract

- a) So far as they are not expressly varied in writing by GOSS these conditions shall be incorporated into all contracts made by GOSS and all work undertaken or goods supplied by GOSS shall be deemed to be carried out pursuant to a contract incorporating these conditions.
- b) GOSS reserve the right to renegotiate price where the contract is varied; these variations to be confirmed in writing.

- c) The invalidity or unenforceability for any reason of any part of these conditions shall not prejudice or affect the validity or enforceability of the remainder. If any part of these conditions are found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of these conditions which will continue to be valid and enforceable to the fullest extent permitted by law.
- d) A commission of the work described on the estimate or proposal will be deemed to have been accepted if a copy of the estimate or proposal is signed by the Client and returned to GOSS or on receipt of purchase order.
- e) The client is deemed to be satisfied as to the suitability of the specifications/proposals in the contract for the purpose for which the Client requires them.
- f) For non-GOSS products and/ or services delivered in connection with these terms and conditions, the Client acknowledge that these third-party software and or service is separately licensed by the applicable third party, and the Client's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third party licensor's applicable software license. For the avoidance of doubt, the third-party supplier of non-GOSS products and services shall be solely responsible for support, warranties, indemnities and other terms and conditions applicable to such products and services. Such agreements shall supersede this terms and conditions with respect to such non-GOSS products and services.

3 Completion

Any completion date(s) given by GOSS to the Client is a best approximation although every endeavour will be made to meet such date(s). GOSS will not accept any responsibility or liability if dates are not met.

4 Force Majeure

- a) If performance of the contract shall be delayed by any circumstances or conditions beyond the reasonable control of GOSS including war, industrial dispute, strike, lock out, riot, malicious damage, fire, storm, flood, Act of God, accident, non-availability or shortage of material or labour, failure by any subcontractor or supplier to perform, failure of equipment, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority then GOSS shall have the right to cancel or to suspend further performance of the contract until such time as the cause of delay shall no longer be present.
- b) If GOSS exercises the right to cancel, the Client shall thereupon pay all sums due in terms of the contract, less a reasonable allowance for such part of the contract as has not been performed.

5 Charges and Payment

- a) Unless otherwise agreed in writing between GOSS and the Client, payment of all sums due to GOSS in respect of a contract or part thereof shall be made within 30 days of the date of receipt of invoice. Where applicable, VAT and any other taxes, duties or levies will be paid additionally by the Client at the then prevailing rate.
- b) If any undisputed sum payable to GOSS is in arrears for more than 7 days after the due date, GOSS reserves the right without prejudice to any other right or remedy to charge interest on such overdue sum on a day to day basis from the original due date until paid in full at the rate of 4% per annum above HSBC plc base lending rate in force from time to time; and/or suspend the provision of the contract on 5 days prior written notice.
- c) The Client will notify GOSS in writing within 5 days of receipt of an invoice if the Client considers such invoice incorrect or invalid for any reason and the reasons for withholding payment.
- d) Unless otherwise agreed in writing between GOSS and the Client, ACCESSPLUS payment will be paid in advance and all unused credits will expire on the anniversary of the invoice date. Upon expiry the Client shall not be entitled to use any expired ACCESSPLUS credits to purchase any services and GOSS shall not be required to refund the purchase costs of such expired credits.

6 Passing of Intellectual Property

- a) Software is supplied by GOSS under the terms of a licence or as defined in GOSS Software as a Service agreement ("Licence Agreement"), which the Client is deemed to agree upon acceptance.
- b) Except as defined in a Licence Agreement or as otherwise agreed in writing between GOSS and the Client, all intellectual property and title including products, patents, registered design or copyright arising from performance of the contract shall vest with GOSS or its agent(s) or subcontractor(s).
- c) In the event of agreement in writing that property and title in products, patents, registered design or copyright arising from performance of the contract shall pass in whole or in part to the Client, property and title shall not so pass to the Client until the whole price of the contract has been received by GOSS.

7 Warranty

- a) Where GOSS is supplying goods manufactured by us or by our contractors GOSS warrant (subject to the limitations in 7(b) and 8 below) that if the goods manufactured by us prove to be defective in workmanship GOSS (at its sole discretion) shall undertake to repair or replace free of charge such goods providing the following conditions are fulfilled:
 - (i) That the defect is not attributable to fair wear and tear or any fault or damage arising from impact, modification, accident, neglect, abnormal working conditions, inappropriate use or treatment, or incorrect handling.

- (ii) That any claim arising from the defect is made by the Client as our original customer for the Clients own benefit.
 - (iii) That any such claim is notified in writing to us within 10 days of the date of discovery thereof and in any event within 1 months of the date of delivery or during User Acceptance Testing whichever occurs first. Low priority reported issues may, at GOSS' sole discretion, be categorised as non-support matters and addressed during appropriate product backlog development.
 - (iv) That the Client has taken all prudent precautions and complied with our recommendations for storage, unpacking, installation and maintenance procedures for the goods.
- b) Except as expressly set out in this contract, in respect of the provisions of the services and materials is provided on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied to the fullest extent permissible by law. In the case of our sub-contractors GOSS will if requested (and if GOSS consider it practical and appropriate to do so) assist the Client to obtain the benefit of such warranties as are available from them in favour of first users of goods.

8 Liabilities

- a) Nothing in these conditions shall apply to exclude or restrict any liability which under the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted.
- b) Subject to 8(a) above GOSS shall not be liable to the Client or to third parties for any loss of profit or consequential loss or damage how so ever arising. Notwithstanding the previous sentence and subject to applicable laws, in no event shall GOSS' liability exceed the amount of money paid by the Client to GOSS pursuant to this contract in the 12 months immediately prior to the event giving rise to the claim.
- c) Whilst GOSS will use all reasonable endeavours to ensure the accuracy of the work performed and any information given, GOSS makes no warranty, express or implied, as to accuracy and will not be liable for any consequence arising out of any inaccuracies or omissions unless they are the result of wilful negligence or default on the part of GOSS or its servants or agents.
- d) The Client shall inspect any data or information supplied immediately on arrival thereof and shall within five working days from such inspection give notice in writing to GOSS of any allegation of deficiency. If the Client fails to give such notice the work done shall be deemed to be in all respects in accordance with the Clients instruction and the contract.

9 Suspension of Cancellation

- a) If the Client shall be declared apparently insolvent or being a body corporate shall have a Receiver or Liquidator appointed to it, or undergoes a change of ownership or change in management structure then GOSS may either suspend or cancel the contract, GOSS shall be entitled to recover all costs accrued or incurred by GOSS up to the date on which GOSS receives notice of such cancellation.
- b) Where GOSS is supplying training service by us or by our contractors, GOSS reserves the right to amend or cancel any course, course times, dates. GOSS will use its best endeavour to advise Client of any changes to the Course, course times and dates before the Course start date. GOSS liability will be limited to course fee.
- c) Where GOSS is supplying services by us or by our contractors, any cancellation by the Client must be made in writing to GOSS prior to the service start date. Cancellation made within 10 working days of service start date will incur full fee.

10 Confidentiality

- a) Each party acknowledges that the other is likely to provide it with Confidential Information. Each party undertakes to the other to treat as confidential and keep secret all Confidential Information contained in or otherwise received from the other in connection with this agreement and shall not use the same for purposes other than in carrying out their respective rights and obligations hereunder.
- b) The provisions of this clause 10 will not apply to any Confidential Information which:
 - (i) is or becomes publicly known other than through any act or omission of the receiving party;
 - (ii) was in the other party's lawful possession before the disclosure;
 - (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - or
 - (iv) is independently developed by the receiving party, which independent development can be shown by written evidence
- c) This clause 10 will continue in force notwithstanding the termination of this agreement for any reason.
- d) The Client shall be entitled to disclose information to the extent that it is required to do so pursuant to the Freedom of Information Act 2000 ("FOIA"). Notwithstanding the previous sentence, the Client shall (unless prohibited by law) before disclosing pursuant to the FOIA notify GOSS of its wish to disclose and the reasons for the same and shall give due and proper consideration to all comments and concerns raised by GOSS in respect of the same in deciding whether to disclose or not.
- e) Confidential Information for the purpose of this clause 10 shall mean all information designated as such by either party in writing together with all other information relating to the business, affairs, plans, discussions, contacts, products, developments, trade secrets, know-how, personnel, customers, partners and suppliers of the parties under this agreement.

11 Data Protection

- a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and GOSS is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Appendix 1 sets out the subject matter, nature and purpose of processing by GOSS, the duration of the processing and the types of Personal Data and categories of Data Subject.
- c) Without prejudice to the generality of clause 11(a), the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to GOSS for the duration and purposes of this agreement.
- d) Without prejudice to the generality of clause 11(a), GOSS shall, in relation to any Personal Data processed in connection with the performance by GOSS of its obligations under this agreement:
 - (i) process that Personal Data only on the written instructions of the Client unless GOSS is required by the laws of any member of the European Union or by the laws of the European Union applicable to GOSS to process Personal Data ("Applicable Laws"). Where GOSS is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, GOSS shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit GOSS from so notifying the Client;
 - (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 1. the Client or GOSS has provided appropriate safeguards in relation to the transfer;
 - 2. the data subject has enforceable rights and effective legal remedies;
 - 3. GOSS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

4. GOSS complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 5. assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 6. notify the Client without undue delay on becoming aware of a Personal Data breach;
 7. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 8. maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Client or the Client's designated auditor.
- e) GOSS will obtain written consent of the Client prior to GOSS appointing any third-party processor of Client's Personal Data under this agreement. GOSS confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 11. As between the Client and GOSS, GOSS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11 (e).
 - f) Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
 - g) The Client shall indemnify and keep indemnified GOSS from and against any and all costs, claims, damages, losses, expenses and liabilities arising as a result or in connection with any notice, action, claim, demand or allegation that any processing of Personal Data undertaken by GOSS in accordance with the Client's instructions infringes the rights of any third party or is in any way contrary to the provisions of the Data Protection Legislation.

12 Assignment

This agreement is personal to the Client and the Client may not assign, loan, lease or otherwise transfer its rights or obligations under this agreement without the prior written consent of GOSS.

13 Anti-Corruption

- a) The Client (if it is a public authority) shall be entitled to terminate this agreement immediately if GOSS have offered or given or agreed to give any person a gift or consideration of any kind:

- (i) as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this agreement or any other contract with the Client;
- (ii) if in relation to any agreement with the Client, GOSS or any other person employed by GOSS or acting on GOSS's behalf shall have committed any offence under the Prevention of Corruption Acts 1889-1916, or any amendment or re-enactment of them or shall have been given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

14 Non-Solicitation

- a) Each party undertakes that it shall not during the term of the Contract and for a period of 12 months thereafter, without the prior written consent of the other, either alone or in conjunction with or on behalf of any person, firm or company:
 - (i) directly or indirectly solicit or entice or attempt to solicit or entice any person who, to its knowledge, is or was in the 12 months prior to such solicitation or enticement (or attempted solicitation or enticement) employed by the other; or
 - (ii) assist any other person to do any of the foregoing.
- b) Without prejudice to clause 14(a) above, each party further undertakes that it shall not during the term of the Contract and for a period of 12 months thereafter, without the prior written consent of the other, employ any person who, to its knowledge, is or was in the previous 12 months employed by the other.

15 Ruling Law

All contracts shall be deemed to have been made in England and the construction, validity and performance of such concern shall be governed in all respects by the law of England and Wales.

Appendix 1 Subject Matter and Details of the Data Processing

Subject Matter	GOSS's provision of the Services and support to the Client
Duration of the Processing	The term of the agreement plus the period from the expiry of the term until deletion of all Client's data by GOSS in accordance with the terms

Nature and Purpose of the Processing	GOSS will process Client’s Personal Data for the purposes of providing the Services and support to the Client in accordance with the terms of the agreement.
Categories of Data	Data relating to individuals provided to GOSS via the Services, by (or at the direction of) the Client or by Client end users.
Data Subjects	Data subjects include the individuals about whom data is provided to GOSS via the Services by (or at the direction of) Client or by Client end users.