

Terms and Conditions (Supplier Terms)

Government & Housing Software as a Service (SaaS)

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COMMERCIAL IN CONFIDENCE

Structure of these Supplier Terms

These Supplier Terms contain provisions that are specific to the provision of Government & Housing SaaS. At the end of the General Provisions there are a number of Annexes which set out additional product/service specific provisions (which also override the General Provisions if there is any conflict). Only the Annexes which relate to the products/services purchased by the Buyer (as set out in the Particulars) shall apply. There are Annexes for:

- Local Welfare Provision ("**LWP**"), LWP Reporting and Blue Badge Case Management System ("**BBCMS**");
- NEC Redact;
- NEC Housing; and
- NEC Housing RESTFUL APIs.

At the end of these Supplier Terms is a Glossary: any capitalised terms within these Supplier Terms which are not defined in the Glossary shall have the meaning set out elsewhere in this Agreement.

General Provisions

Onboarding Services

The Supplier shall deliver the Onboarding Services specified in the Particulars.

Unless expressly stated otherwise in the Particulars, the parties recognise that any Onboarding Services and Professional Service days set out in this Agreement are an estimate based on the parties' current understanding of their requirements and obligations.

Subject to the paragraph below, the Supplier will use reasonable endeavours to accommodate rescheduling of Onboarding Services and Professional Services at the Buyer's request. However, if the Buyer seeks to reschedule or postpone Professional Services or Onboarding Services within: (a) 14 to six Working Days of the booked date for delivery, the Supplier shall be entitled to invoice the Buyer for 50% of the relevant Charges; or (b) five Working Days or less of the booked date for delivery, the Supplier shall be entitled to invoice the Buyer for 100% of the relevant Charges. All days paid for must be utilised within 12 months of the date of the Buyer's Purchase Order.

If the Buyer seeks to postpone Onboarding Services or Professional Service days at any time where the Supplier has booked a flight or incurred other reasonable expenses which are non-refundable, the Buyer will still be liable to pay the cost of such flight or other expenses.

Unless expressly stated otherwise in the Particulars, all SaaS shall be tested in accordance with the Supplier's standard test policies. Any additional testing activities that the Buyer requires the Supplier to carry out must be agreed in writing between the parties and may be chargeable. The Buyer shall be deemed to accept the SaaS, and such acceptance shall be irrevocable, if the SaaS is used by the Buyer in a live environment and/or for any live operations.

The Buyer shall be deemed to accept the deliverables set out in any Acceptance Certificate issued by the Supplier and such acceptance shall be irrevocable if the Buyer does not

provide any written notification to the contrary and has failed to sign the Acceptance Certificate within the time period set out within such Acceptance Certificate.

Access to and use of the SaaS

Buyer Data

The Buyer acknowledges that the Supplier and/or their respective licensors own Intellectual Property Rights in the Software that is provided as SaaS, and in any specifications, data, databases, documentation, and other materials provided to the Buyer as part of the Services. Except as expressly stated in these Supplier Terms, the Supplier does not grant the Buyer any rights to, or in, the Intellectual Property Rights in respect of the SaaS or any other above materials.

All Intellectual Property Rights in the Buyer Data and any other materials provided to the Supplier by the Buyer for the Supplier to provide the Services will remain vested in the Buyer. The Buyer grants the Supplier a perpetual, royalty free, non-exclusive licence to use (and copy) the Buyer Data to perform this Agreement and to comply with any requests made to the Supplier under statute.

Subject to the Buyer complying with the restrictions set out in this these Supplier Terms and the other terms and conditions in this Agreement, the Supplier shall grant to the Buyer a non-exclusive, non-transferable right to permit the Authorised Users to use the SaaS and the Documentation during the SaaS Term solely for the Buyer's internal business purposes.

The Supplier shall grant the Buyer's Administrator access to the SaaS in the technologically appropriate manner either by provision of a licence key, by granting access to a downloadable app, or by means of issuing a user name and password for the SaaS portal which can be accessed through such URL as may be notified by the Supplier from time to time ("**SaaS Portal**").

The Buyer's Administrator shall then be permitted to access the SaaS through the SaaS Portal and it shall be the Buyer's Administrator's responsibility to configure the set-up of the SaaS, within the parameters set out within the Documentation, to reflect the Buyer's own policies and practices on application assessment and decision making.

The Buyer's Administrator, in accordance with the Documentation, shall be permitted to set up further users authorised to access the SaaS on behalf of the Buyer up to the numerical limit specified in the Particulars (if applicable). It is the Buyer's Administrator's responsibility to set the controls on and levels of access for each further user authorised. For the avoidance of doubt, the Buyer's Administrator and the further users set up by the Buyer's Administrator under this paragraph shall be the "**Authorised Users**" for the purposes of this Agreement.

If there is an End User named in the Particulars, the Supplier grants the Buyer the right to access and use the SaaS for the benefit of such End User.

In relation to the Authorised Users, the Buyer undertakes that:

- each Authorised User shall keep a secure password for his/her use of the SaaS and Documentation, that such password shall be kept confidential and shall be changed no less frequently than every 90 days;
- it shall maintain a written, up to date list of the current Authorised Users and provide such list to the Supplier within five Working Days of the Supplier's written request at any time or times;
- it shall permit the Supplier to audit the SaaS. Such audit may be conducted no more than once annually, at the Supplier's expense, and this right shall be

exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Buyer's normal conduct of business. If any of the audits referred to in this paragraph establishes that any unauthorised access has occurred or that passwords have been provided to individuals who are not Authorised Users, then without prejudice to the Supplier's other rights, the Supplier reserves the right to (i) charge the Buyer for the costs of performing the audit(s), and/or (ii) recover the charges which would have been due to the Supplier had the Supplier licensed such additional Use; and/or (iii) disable such passwords and shall not issue any new passwords to such individuals (unless or until the appropriate charges due in respect of any additional concurrent or named users have been paid).

In relation to the Buyer's Administrator, the Buyer undertakes that:

- the Buyer's Administrator will review and act upon any update information or reasonable instructions of the Supplier, including disseminating such applicable update information and instructions to other Authorised Users; and
- the Buyer's Administrator shall monitor the Authorised Users and ensure that they act in accordance with the terms of this Agreement.

The Buyer and its Authorised Users shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the SaaS that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence:
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- is otherwise illegal or causes damage or injury to any person or property;

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

The Buyer and its Authorised Users shall not:

- attempt to bypass, exploit, defeat, or disable limitations or restrictions placed on the SaaS; or
- seek to find security vulnerabilities to exploit the SaaS or attempt to bypass any security mechanism or filtering capabilities; or
- conduct any denial of service (DoS) attack on the SaaS or make any attempt to disrupt, disable, or overload the SaaS; or
- transmit code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or use automated means, such as bots, to gain access to or use the SaaS; or
- attempt to gain unauthorised access to the SaaS; or
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the SaaS, except:
  - ➔ as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; and
  - ➔ to the extent expressly permitted under this Agreement;

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the SaaS and/or Documentation (as applicable) in any form or media or by any means; or
- access all or any part of the Services and Documentation in order to build a product or service which competes with the SaaS and/or the Documentation; or
- use the SaaS and/or Documentation to provide services to third parties (the Buyer's citizens shall not be deemed to be third parties for the purposes of this paragraph); or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS and/or Documentation available to any third party except the Authorised Users, or
- attempt to obtain, or assist third parties in obtaining, access to the SaaS and/or Documentation, other than as provided under this paragraph.

The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

The Buyer shall access the SaaS by network communications as agreed between the parties.

The Supplier will use reasonable commercial endeavours to accommodate the introduction of legislative changes. The Supplier expressly reserves the right to charge for the provision of any such legislative updates where: (a) the development of the update is in the reasonable opinion of the Supplier technically complex; and (b) the costs of developing the update are in the reasonable opinion of the Supplier sufficient to warrant a charge for the provision of the update to the Supplier's buyers at large.

Security, Disaster Recovery and Back-up Policy

The Buyer shall own all right, title and interest in and to all of the Buyer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Buyer Data.

The Supplier confirms that:

- the SaaS is hosted in a third party environment provided by NTT United Kingdom Limited ("NTT") or Oracle Corporation UK Limited ("OCI") using a cloud solution. Where provided by OCI, regardless of any other provision in this Agreement, the hosting shall be provided in accordance with OCI's standard terms & conditions as at the date of signature of the Agreement to the exclusion of all other terms, including in relation to service availability and support. For clarity, the only Service Levels that shall apply to the hosting platform SaaS are those provided by OCI.
- The Buyer consents to the use of NTT / OCI as a sub-processor of personal data for the purpose of providing cloud services;
- the SaaS platform is designed and implemented in accordance with the 27001 baseline control set, National Cyber Security Centre (NCSC) Top Ten and the NCSC Cloud Security Principles The environment from which the SaaS shall be delivered conforms to the relevant sections of the Government Security Policy Framework and Personnel Security Controls and to all relevant Communications Electronics Security Group Memoranda, Manuals and Standards;
- it is certified to Cyber Essentials Plus, Business Continuity Management ISO22301, and Information Security Management ISO27001:2022;

- it shall comply with the Supplier's Privacy and Security Policy relating to the privacy and security of the Buyer Data;
- it is certified to Cyber Essentials and Cyber Essentials Plus and Information Security Management ISO 27001;

its quality management system is certified to ISO 9001:2008 (TickIT)

- its quality management system is certified to ISO 9001:2015;
- its service management system operates in accordance with ISO 20000-1:2018;
- Recovery Point Objective ("RPO") and Recovery Time Objective ("RTO") shall be 24 hours; and
- its service management system operates in accordance with the ITIL framework;
- it conducts application penetration testing by internal testers, the results of which will be shared with the Buyer upon request.
- the information assurance process as detailed within the paragraphs above will be periodically revised and updated to ensure alignment with good industry practice.

The Buyer recognises that the SaaS is a hosted, multi-tenanted solution. The Buyer Data will be segregated from the data of other Supplier buyers using the SaaS.

The Supplier confirms that it uses more than one data centre with separate infrastructure and resilience for provision of the SaaS to ensure relocation of the SaaS provision in the event of non-availability of one data centre.

The Supplier confirms that its disaster recovery and business continuity policies, processes and procedures are based on standard BS25999 and ISO 22301:2019.

The Back-Up Policy is as follows:

- the Supplier takes multiple back-ups within the system as part of the SaaS;
- in the event of any loss or damage to Buyer Data, the Buyer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Buyer Data from the latest back-up of such Buyer Data maintained by the Supplier.

Buyer Obligations

Except where the Supplier has specifically agreed to provide such services the Buyer will:

- be responsible for the operation and use of the SaaS and any associated documentation; and
- supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement.

The Buyer shall in good faith:

- provide the Supplier with (i) all necessary co-operation in relation to this Agreement; and (ii) all necessary access to such information as may be required by the Supplier in order to provide the SaaS, including but not limited to Buyer Data;
- comply with all applicable laws and regulations with respect to its activities under this Agreement;
- carry out all other Buyer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable

or delivery schedule as reasonably necessary and reserves the right to charge the Buyer for any costs incurred by the Supplier as a consequence of such delay;

- ensure that (where applicable) the Authorised Users use the SaaS 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;
- 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 SaaS;
- ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Buyer's network connections or telecommunications links or caused by the internet.

SaaS Availability and Support

The Supplier shall use commercially reasonable endeavours to make the SaaS available 08:00 to 20:00 on Working Days, except for:

- planned maintenance carried out during the maintenance window of (i) 18:00 to 08:00 on a Working Day; and (ii) at any time on a non-Working Day, for which the Supplier shall give the Buyer at least 24 hours' notice in advance; and
- unscheduled emergency maintenance carried out, where possible unless there is an identified and demonstrable immediate risk to the SaaS infrastructure, during the maintenance window of (i) 18:00 to 08:00 on a Working Day; and (ii) at any time on a non-Working Day, for which the Supplier shall use reasonable endeavours to give the Buyer at least six hours' notice in advance.

The SaaS supports mainstream browsers on supported versions for example IE (Edge), Chrome, Firefox and Safari unless otherwise stated in the release documentation. Likewise,, the SaaS supports mainstream operating systems on supported versions.

During the SaaS Term the Buyer shall use reasonable endeavours to upgrade to the latest available version of the application. The Supplier shall support the SaaS solution only when the Buyer is running a supported version of the application.

During the SaaS Term the Supplier shall, as part of the SaaS and at no additional cost to the Buyer, provide the Buyer with the Supplier's standard Buyer support services through its service desk ("**Service Desk**").

The Service Desk can be contacted by the Buyer's Authorised Users via the Supplier's customer portal which can be accessed through the URL www.customersupport.necsws.com ("**Customer Portal**"), 24 hours a day, seven days a week.

When logging a request for support ("**Support Request**"), the Authorised User must provide the following information to the Service Desk (whether through the Customer Portal or over the telephone):

- Authorised User Name;
- Authorised User Location;
- Authorised User's contact details – telephone and email;
- Details of the nature of the fault or description of the issue;

- Details of who is being affected, i.e. single user, a group of users or the whole organisation, and the impact that the fault or issue is having including any urgency surrounding the support call;
- Prioritisation shall be determined by the Supplier in accordance with the table below; and
- The Supplier shall determine whether the Incident is either a hosting Incident or a Software Incident.

Prioritisation of Incidents		
Priority	Description of Hosting Incidents	Description of Software Incidents
1	• Service non-functional with high impact on Authorised User operations. • Complete loss of a critical business function at a critical time in the business cycle. • Security breach.	The LIVE system or Supplier Software affected is unusable and has stopped operations – either the total system or a critical task / major functionality. No Workaround is available to the Buyer.
2	• Partial loss of a business function at a critical time in the business cycle with medium impact on Authorised User operations. • Complete loss of a business function at a non-critical time. • Performance degradation affecting 25% or more of Authorised Users.	Use of the LIVE system or Supplier Software affected is degraded and/or disrupted but not catastrophic. Major business disruption which severely impairs key functional aspects of the application but does not prevent operationally critical processing.
3	• Minor problems with very low impact on Authorised User operations where processing can continue. • Performance degradation affecting less than 25% of Authorised Users.	The LIVE system or Supplier Software affected is usable but suffers from intermittent problems without significant material user impact or can be circumvented; and/or The NON-PRODUCTION (e.g. Test /Training) system is unusable and has stopped operations.
4	• Service Requests.	Minor impact on non-critical aspects of the LIVE system or Supplier Software or a cosmetic change. Buyer's use of the LIVE system or Supplier Software is not materially impaired; and/or Use of the NON-PRODUCTION (e.g. Test /Training) system is degraded and/or disrupted.

The Supplier will commence working towards a resolution of the Incident once accepted and shall use reasonable endeavours to resolve Incidents in accordance with the following Response and Resolution Table:

Response and Resolution Table				
Priority	Target Response time: Hosting Incidents	Target Response time: Software Incidents	Target Resolution time: Hosting Incidents	Target Resolution time: Software Incidents
1	15 Working Minutes	2 Working Hours	4 Working Hours	8 Working Hours
2	30 Working Minutes	4 Working Hours	8 Working Hours	5 Working Days

When a complex Incident requires extensive investigation, the Supplier may request relief and mutually agree with the Buyer an extended Target Resolution time for the specific Incident.

Where, in the reasonable opinion of the Supplier, the Resolution of an Incident is not possible due to the ability to Resolve such Incident being outside the Supplier's control, the Supplier shall formally notify the Buyer accordingly and the parties shall agree appropriate remedial action, such agreement not to be unreasonably withheld.

Where multiple Incidents are related to the same occurrence of an issue within the same 24 hour period they will be linked to the original Incident and shall only count as one Incident for the purposes of service measurement.

Subject to the paragraph immediately below, the Service Desk will contact the Authorised User detailed in the Support Request during Working Hours and conduct an initial analysis in order to try and resolve operational issues and minor technical issues directly with the Authorised User within the call. Where it is not possible to resolve the Support Request within the call, the Authorised User will be notified and the Support Request will be escalated to the relevant technical team.

The Supplier shall have no obligation to:

- correct any Error reported by the Buyer if such reported Error is not reproducible by the Supplier in the SaaS;
- correct any Priority 3 or 4 reported Errors and reserves the right to abandon attempts to provide a Software fix where the costs are likely to be excessive or the commercial benefits to the Supplier's customers at large are likely to be negligible; or
- correct any Error if such Error arises from misuse or abuse of the SaaS.

APIs

Where the Supplier Software includes an API, the following terms shall apply in addition to those set out in the paragraphs above:

- the Buyer must hold sufficient, current licences of any the Supplier Software accessed via the APIs and must have a support agreement in place in respect of such the Supplier Software; and
- the Buyer will only Use the API to interface IT applications, solutions or components which are utilised by the Buyer with the Supplier Software to achieve an "**Interfaced Solution**"; and

- the Interfaced Solution will not be Used by any party other than the Buyer; and
- the Buyer will use all reasonable precautions to prevent viruses or other malicious software from being introduced onto or into the Supplier Software and/or the Supplier's IT facilities and systems; and
- if the Supplier provides a hosted or cloud service to the Buyer, the Supplier reserves the right to (i) use metering technology to monitor use of the Supplier platform (including but not limited to disk space, networks, servers and support); and (ii) levy additional reasonable charges upon the Buyer if and to the extent use by the Buyer of the APIs places additional burden on the Supplier platform causing the Buyer to exceed its contracted usage; and
- the Supplier shall not be liable for any unavailability, incidents or other failure of the Software to operate or perform in accordance with the Service Levels or any other aspect of the Agreement as a result of any act or omission of the Buyer or any third party over which the Supplier has no control; and
- the Buyer may grant a sub-licence to the API to a named API User subject to:
  - the Buyer obtaining the Supplier's prior written consent; and
  - the Buyer entering into a written sub-licence agreement with the API User on the same licence terms as those which apply to the Buyer subject to express provisions which: (i) preclude the API User from any further right to sub-license; and (ii) confer a right on the Supplier to enforce the sub-licence terms under the Contracts (Rights of Third Parties) Act 1999; and
  - the Buyer hereby indemnifies the Supplier against any costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of any act or omission of the API User, irrespective of any other provisions in this Agreement.

Termination and Consequences of Termination

In the event the Supplier elects to withdraw a particular type of SaaS, it may do so without liability provided it has given the Buyer not less than six months' prior written notice.

In the event that a third party suspends or terminates (or gives notice to suspends or terminate) the provision of any Deliverable(s) to the Supplier for any reason, then regardless of any other provision in this Agreement, the Supplier shall be entitled to terminate or suspend the provision of such Deliverable(s) to the Buyer under this Agreement.

Upon expiry or termination or notice of termination of the SaaS the Supplier shall remove all Buyer access to the SaaS.

Additional Terms

Regardless of any other provision in the Agreement:

Specification

- if this Agreement contains the Buyer's service description, requirements and/or specification ("**Specification**") and if any provision of that Specification conflicts with this these Supplier Terms, then these Supplier Terms will take precedence.

Buyer Policies and consents

- the Supplier's individual staff involved in providing the Services shall not be required to sign any Buyer provided IT remote access, usage or email policy documents.
- the Supplier shall not be required to enter into any separate or additional agreements or arrangements with the Buyer (or any third party that is not a subcontractor or sub-processor of the Supplier) in order to provide the Deliverables, including codes of connection, network/system access or data processing/sharing agreements.

Exclusions

- except to the extent not permitted by law, the Supplier shall have no liability under or in connection with this Agreement (whether in contract, tort (including negligence), under an indemnity, statute or otherwise), to the extent that any losses, damage or defects arise as a result of (but not limited to):
    - the late arrival or non-arrival of Buyer Data or other material from the Buyer;
    - errors or omissions in any information, data, instructions or scripts (including where the same is in the correct format) provided to the Supplier by the Buyer in connection with this Agreement;
    - any actions taken by the Supplier at the Buyer's direction;
    - failure to detect errors in any work performed by the Supplier which the Buyer has undertaken to check;
    - the act and/or omission of a third party (including a subcontractor and/or sub-processor but excluding any Group Company) unless and to the extent only that the third party is liable to the Supplier for such act/omission; or
    - any other act or omission of the Buyer (or third parties appointed by or under its control) including but not limited to failure of communication links.
- the Buyer assumes sole responsibility for results obtained from its use of the Deliverables and for any conclusions drawn from such use.

Transfer of employees

- the Buyer warrants, represents and undertakes to the Supplier that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") of employees from the Buyer (or any supplier, contractor or other service provider to the Buyer) to the Supplier (or any third party supplier/subcontractor to the Supplier). Regardless of any other provision of this Agreement, the Buyer agrees to indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:
    - a claim by any person who transfers or alleges that they have transferred to the Supplier (or any third party supplier/subcontractor to the Supplier) as a result of entering into this Agreement; and/or

- any failure by the Buyer to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.

Intellectual Property Rights

- the provisions in this Intellectual Property section shall not apply to any software provided by the Supplier.
- the Buyer acknowledges that the Supplier and/or their respective licensors own Intellectual Property Rights in any specifications, data, databases, documentation, and other materials provided to the Buyer as part of the Services. Except as expressly stated in these Supplier Terms, the Supplier does not grant the Buyer any rights to, or in, the Intellectual Property Rights in respect of the above materials.
- the Supplier grants the Buyer a non-transferable, non-exclusive right during the term of this Agreement to use the materials supplied by the Supplier under the Services for its own internal business purposes. Where the Agreement expressly states that Buyer is procuring the Deliverables on behalf of or for the benefit of a specified third party end customer, the licence granted in this paragraph applies to that end customer and allows them to use the materials for that end customer's own internal business purposes.
- all Intellectual Property Rights in the Buyer Data and any other materials provided to the Supplier by the Buyer for the Supplier to provide the Services will remain vested in the Buyer. The Buyer grants the Supplier a perpetual, royalty free, non-exclusive licence to use (and copy) the Buyer Data to perform this Agreement and to comply with any requests made to the Supplier under statute.

Certifications and Accreditations

- the Supplier's certifications and accreditations are as set out at Certificates and Registrations - NEC Software Solutions, as updated by the Supplier from time to time.

Third Party Deliverables

- in the event that a third party suspends or terminates (or gives notice to suspend or terminate) the provision of any Deliverable(s) to the Supplier for any reason, then the Supplier shall be entitled to suspend or terminate the provision of such Deliverable(s) to the Buyer under this Agreement.

Offshore Resource

- in some circumstances we may use resources provided by one or more of our Group Companies, including those of our Group Company NEC Software Solutions India PVT Limited. This may involve sharing your data (including Personal Data) with them, processing, or transferring your data outside the UK. Whenever we use the resources of our Group Companies, and/or process or transfer your data out of the UK, the terms of our Agreement with you, including applicable legislation, as well as our internal policies, procedures and processes shall apply. At all times we retain responsibility for ensuring compliance by our Group Companies with our obligations. By entering into this Agreement you consent to the use of our Group Companies' resources (including NEC Software Solutions India PVT Limited) to provide the Deliverables, and/or to process your data (including Personal Data).

Sub-processors

in addition to the specific authorisation above, the Buyer also grants to the Supplier general authorisation to engage Sub-processor(s) as third-party Processors of Personal Data under this Agreement. A list of the Supplier's Sub-processors that the Supplier directly engages for the specific Deliverables as a Sub-processor from time to time is available at **www.necsws.com\subprocessors**. Any changes to the list of the Supplier's Sub-processors will be updated via this link.

Annex: Local Welfare Provision ("**LWP**"), LWP Reporting and Blue Badge Case Management System ("BBCMS")

Where LWP or BBCMS SaaS is to be provided the provisions set out in this Annex shall apply. If there is any conflict between the provisions set out in this Annex, and any other provisions set out in these Supplier Terms, this Annex shall apply:

Onboarding Services

The Supplier shall provide remote services to the Buyer to demonstrate the configurability and day to day use of LWP or BBCMS.

Data Storage Space

The Supplier confirms that LWP or BBCMS does not place any limit on the amount of data storage space available to the Buyer as part of the Charges.

Termination and Consequences of Termination

The Supplier confirms that not less than 10 Working Days after the expiry or earlier termination of this Agreement (or such other date as may be agreed between the parties where data extraction services have been agreed in accordance with these Supplier Terms) the Supplier shall delete and remove from the live LWP or BBCMS system and infrastructure the Buyer Data. For the avoidance of doubt, the Supplier shall be permitted to retain a copy of the Buyer Data for a period of up to 12 months for the purposes of audit.

Off-Boarding and Data Extraction

If the Buyer would like to extract any or all of their Buyer Data in a different manner outside of the standard reporting suite available within LWP or BBCMS upon the expiry or earlier termination of this Agreement, then the Buyer must give the Supplier a minimum of two months written notice prior to the date of the expiry or earlier termination, whereupon the Buyer and the Supplier shall agree the scope of the Buyer Data to be extracted together with the format of the extracted Buyer Data and associated costs.

Following any extraction of Buyer Data as agreed between the parties in accordance with these Supplier Terms, as stated above, all Buyer Data will be deleted.

Miscellaneous

The Buyer shall access LWP or BBCMS by means of a Government Secure Network connection only and it shall be the Buyer's responsibility to obtain and maintain its own Government Secure Network connection.

Annex: NEC Redact

Where NEC Redact is to be provided the provisions set out in this Annex shall apply. If there is any conflict between the provisions set out in this Annex and the General Provisions above, this Annex shall apply.

Overview

- NEC Redact is a software application that is provided as a service over the internet to help users remove personal identifiable information (PII) and other sensitive information from digital documents. This tool is designed to provide an efficient and accurate method of redacting information from documents, without requiring significant manual effort or specialised skills.
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- The tool uses algorithms to scan documents, identify and redact sensitive information, such as names, bank account details or personal addresses. Users are responsible for reviewing the output document and making any adjustments as needed to ensure the output is accurate.
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The Supplier is committed to providing an industry-leading service that is valuable and easy to use for all users. NEC Redact has been designed to be used without any training.

Use of a third party's public cloud

The Buyer acknowledges that NEC Redact is hosted in a third party environment provided by Amazon Web Services ("AWS") using a public cloud solution which, regardless of any other provision in this Agreement, shall be provided in accordance with AWS's standard terms & conditions as at the date of signature of the Agreement to the exclusion of all other terms, including in relation to service availability and support. For clarity, the only Service Levels that shall apply to the AWS hosting platform component of NEC Redact are those provided by AWS.

The Buyer consents to the use of AWS as a sub-processor of personal data for the purpose of providing AWS cloud services and acknowledges and agrees to the provision of those services on AWS's standard terms.

Without prejudice to the above, the "Offshore Resource" section set out in the General Provisions section of this document, does not apply.

Access and Use of NEC Redact

NEC Redact is licensed for use by the Buyer organisation, there is no limit on the number of Authorised Users. Authorised Users are authenticated using their Microsoft authentication solution – for clarity the Supplier does not issue or manage any specific user accounts, details or passwords.

The following provisions set out in the General Provisions section of this document do not apply:

"The Buyer's Administrator, in accordance with the Documentation, shall be permitted to set up further users authorised to access the SaaS on behalf of the Buyer up to the numerical limit stipulated in the Particulars (if applicable). It is the Buyer's Administrator's

*responsibility to set the controls on and levels of access for each further user authorised. For the avoidance of doubt, the Buyer's Administrator and the further users set up by the Buyer's Administrator under this paragraph shall be the "**Authorised Users**" for the purposes of this Agreement.*

If there is an End User named in the Particulars, the Supplier grants the Buyer the right to access and use the SaaS for the benefit of such End User.

In relation to the Authorised Users, the Buyer undertakes that:

each Authorised User shall keep a secure password for his/her use of the SaaS and Documentation, that such password shall be kept confidential and shall be changed no less frequently than every 90 days; and

it shall maintain a written, up to date list of the current Authorised Users and provide such list to the Supplier within five Working Days of the Supplier's written request at any time or times."

Support Services and Service Levels

Support Service

NEC Redact has in-built guidance, training videos and an automated chatbot for self-service support. Authorised Users also have access to an email address to reach out to the Supplier directly for support during Normal Business Hours. User accounts, authentication and access management are handled by customers using their identity provider, e.g. Azure Active Directory.

For clarity, the Service Desk facility described in the General Provisions section of this document above, is not part of the Support Service for NEC Redact.

Service Levels

All target times specified in the table below are measured within the Normal Support Hours.

Service Levels for NEC Redact			
Call Priority Level	**Definition**	**Target Response Time**	**Target Resolution Time**
P1	Critical. Comprising: The system is unavailable to all Authorised Users. Performance degraded to such an extent that the NEC Redact SaaS is unable to be used by all users.	30 minutes	4 hours
P2	High. Comprising: Loss of a major area of functionality impacting all Authorised Users. Performance of a major area of functionality is degraded such that the business process cannot be delivered, and is affecting all Authorised Users.	2 hours	1 day

P3	Medium. Comprising: An important business function of the system is affecting a group of Authorised Users. Loss of an area of functionality impacting a group of Authorised Users. Performance of an area of functionality is degraded for a group of Authorised Users such that they are unable to deliver the business process.	4 hours	3 days
P4	Low. Comprising: Issue affecting a single Authorised User	24 hours	5 days
Service Request	For example: requests for information, advice and/or guidance.	None	None

Alerts and Monitoring
The Supplier continually monitors NEC Redact to ensure it is operating as expected and receives alerts for abnormal activity.

Supplier Management
If requested, service reviews between the Supplier and key Buyer stakeholders to review high level metrics and feedback can be conducted monthly for an initial term (3 months) followed by quarterly. NEC Redact includes the ability for the Buyer to view high-level management information regarding the use of the platform. This management information can be discussed during service reviews as well as new features implemented within the system and any major items in the roadmap for next period.

Fair Use Policy

The following Fair Use Policy applies to the use of NEC Redact:

- **Fair Usage:** The usage limit is specified in the Particulars ("Usage Limit") and usually expressed as a maximum number of pages per annum that can be processed and redacted using NEC Redact and is designed to ensure fair usage of the SaaS as well as preventing abuse or excessive consumption of system resources.
- **Usage Limit:** The Buyer is permitted to process and redact documents subject to remaining within the Usage Limit without incurring additional charges.
- **Extra Charges:** If the Usage Limit is exceeded, an additional fee of £0.05 per page ("Extra Charges") shall be payable for each additional page processed beyond the limit.
- **Calculation of Pages:** Pages are counted based on the number of pages processed through the SaaS, regardless of their size or content. Each individual page within a document is considered as one page.It is the responsibility of the Customer to monitor their page usage within the SaaS.
- **Notification of Extra Charges:** If the Buyer exceeds the Usage Limit, the Supplier will notify and invoice the Buyer of the overage and the associated Extra Charges.
- **Payment of Extra Charges:** Extra Charges for exceeding the Usage Limit will be invoiced separately. Failure to pay the Extra Charges shall entitle the Buyer to suspend or terminate the SaaS.

If the Buyer organisation increases in size by more than 10%, they shall inform the Supplier who will provide a revised quote based on the increased size of the Buyer. Continued access to and use of NEC Redact is subject to payment of the revised Charges.

Buyer's obligations

In addition to any other obligations of the Buyer stated elsewhere in the Agreement:

- the Buyer is responsible for obtaining and will ensure that it holds all necessary licences, permissions and consents required in order for the Supplier to process the documents provided by the Buyer, using NEC Redact, including the necessary licences for the fonts used within such documents and ensuring that documents marked 'Secret' or 'Top Secret' are not processed using NEC Redact;
- the Buyer will ensure that Authorised Users understand that in relation to any redaction of documents, NEC Redact provides suggestions only: Authorised Users remain the ultimate decision maker and shall be responsible at all times for checking the redaction output of documents; and
- the Buyer will keep secure all log in information for the use of the SaaS.

Annex: NEC Housing

Where NEC Housing is purchased, the provisions set out in this Annex shall also apply. If there is any conflict between the provisions set out in this Annex and the General Provisions, this Annex shall apply.

The Buyer is permitted to allow Partner Organisations to access NEC Housing to the extent necessary and for the sole purpose of carrying out specific activities to support the Buyer's delivery of its services.

The Buyer is permitted to Use NEC Housing in relation to the number of Properties specified in the Particulars, for the sole purpose of providing housing management services. In addition:

- the Buyer shall not (except where expressly stated otherwise in the Agreement) use the Software to provide housing management services to or on behalf of any third party organisation, including any local authority, public body and/or their service partners ("**Third Party Providers**"); and

- where the Buyer is expressly permitted to Use the Software to provide housing management services to a Third Party Provider, the Third Party Provider may not use the Software for the provision of housing management services to parties other than the Buyer.

Annex: NEC Housing RESTful APIs

Where NEC Housing RESTful APIs ("RESTful APIs") are provided, the provisions set out in this Annex shall also apply. If there is any conflict between the provisions set out in this Annex and the General Provisions, this Annex shall apply.

- the Buyer can only use the RESTful APIs if it is on the current version of NEC Housing from time to time or the immediately preceding version; and
- the Supplier does not guarantee the backwards compatibility of the RESTful APIs, i.e. if a Supplier change to the RESTful APIs causes the interface with the Interfaced Solution to stop working, the Supplier is not liable for fixing such integration.

Glossary

In addition to the terms defined elsewhere in these Supplier Terms (or other parts of the Agreement), the following terms shall have the following meaning:

"Acceptance Certificate"	means a document issued by the Supplier following completion of a deliverable.
"Authorised Users"	means those employees, agents and independent contractors of the Buyer who are authorised by the Buyer to use the SaaS and the Documentation, as further described in these Supplier Terms.
"Back-Up Policy"	means the specific arrangements for the back-up of Buyer Data as set out in these Supplier Terms, as may be amended from time to time by the Supplier in its sole discretion upon reasonable prior written notice.
"Buyer's Administrator"	means the person duly appointed by the Buyer to act as its administrator and the Supplier's lead contact for the purposes of the SaaS, as notified by the Buyer to the Supplier.
"Buyer Data"	means the data inputted by the Buyer, or Authorised Users for the purpose of using the SaaS or facilitating the Buyer's use of the SaaS.
"Documentation"	means the written and/or online descriptions of the SaaS features, functions and methods of operation and the instructions provided for its use.
"End User"	means the entity identified as such in the Particulars.
"Error"	means an error in the Supplier Software which, subject to the provisions of these Supplier Terms, the Supplier shall Resolve.
"Group Company"	means the Supplier together with Garden Private Holdings Limited and each and any subsidiary undertaking from time to time of Garden Private Holdings Limited. A "subsidiary undertaking" shall have the meaning as set out in section 1162 of the Companies Act 2006.
"Hosting"	means the Supplier's IT infrastructure service.
"Incident"	means an event which causes an interruption to or a reduction in the quality of the SaaS.
"Particulars"	means the document entitled "Particulars" to which these Supplier Terms is attached, and if there is no such document, that part of the Agreement setting out

	the key details of the Deliverables and the amounts payable therefor.
"Privacy and Security Policy"	means the Supplier's policy relating to the privacy and security of the Buyer Data, as may be amended from time to time by the Supplier in its sole discretion, which is available on request.
"Personal Data" and "Processor"	take the meaning given in the UK GDPR.
"Resolution"	means action which will resolve an Incident which may be a Workaround. "Resolve" shall be construed accordingly.
"Response"	means the Supplier has (i) logged an Authorised User's call regarding an Incident and provided the Authorised User with a unique Incident number, and (ii) allocated the Incident to the appropriate Supplier personnel for investigation. "Respond" shall be construed accordingly.
"SaaS"	means the Software as a Service to be delivered as set out in the Particulars.
"SaaS Portal"	has the meaning set out in these Supplier Terms.
"SaaS Term"	means the term specified as such in the Particulars.
"Software"	means the end user application provided as a Service.
"UK GDPR"	means Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.
"Virus"	means any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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.
"Workaround"	means a method of avoiding an Incident or Error either by a temporary fix or by a technique that means the

	Buyer is not reliant on a particular aspect of the Software that is known to have an Error.
"Working Day"	means any day which is not a Saturday, Sunday or bank or public holiday in the UK. All references to hours within a Working Day are to UK hours.
"Working Hours"	means 09:00 to 17:30 UK time, each Working Day.
"Working Minutes"	means minutes within a Working Hour.

Supplier Terms: Government & Housing Software as a Service (SaaS)

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