

UNBOXED

Support Agreement

[Client]

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The Parties

This agreement is made on the [] ("Commencement Date")

Between:

[], whose registered address is at [] ("you"/"Customer");

and

Unboxed Consulting Limited, whose registered address is 2nd floor, 60 – 62 Commercial Street, London, E1 6LT ("we"/"us").

The Agreement

1. Definitions

- 1.1. **“Associates”** means all members, employees or self-employed contractors or associates of Unboxed Consulting (including corporate entities) who are engaged in the provision of Services;
- 1.2. **“Output”** means any output, documents, diagrams, knowhow, designs, software code or other materials created, provided or supplied by Unboxed Consulting or its Associates to you in the provision of Services;
- 1.3. **“Support Services”** means the services included within the Support Fee as described in Schedule 1.
- 1.4. **“Services Specification”** means the specification of the services to be provided by Unboxed Consulting to the Customer as set out at Schedule 1.
- 1.5. **“Support Fees”** means the fees payable for the Support Services (excluding other Services) as set out in the coversheet to this Agreement;
- 1.6. **“Supported Software”** means those systems and software as described in Schedule 1 to which this Agreement relates.

2. Support Services

- 2.1. Unboxed Consulting will supply the Support Services to the Customer as set out in Schedule 1. This Agreement does not include the provision of software maintenance to the Customer, as such, Unboxed Consulting does not agree to maintain and update the software and systems to which this Agreement relates or develop any new releases of such software unless agreed specifically with the Customer.
- 2.2. Unboxed Consulting will be under no obligation to provide support services in respect of:
 - a) problems relating from any modifications or customisation of the Supported Software not authorised in writing by Unboxed Consulting;
 - b) any software other than the Supported Software as set out in Schedule 1;
 - c) incorrect or unauthorised use of the Supported Software;

- d) any faults which arise due to faulty equipment or hardware;
 - e) any faults which arise from any programmes or software other than the Supported Software;
- 2.3. use of the Supported Software otherwise and in accordance with the programme documentation manuals or advice of Unboxed Consulting in relation to the Supported Software.
- 2.4. The Customer may request that Unboxed Consulting agree to provide assistance and support in respect of any errors or faults arising under clause 2.2 above but Unboxed Consulting shall be entitled to charge at its standard rates for any such Services.

3. Obligations of the Customer

- 3.1. The Customer shall:
- 3.1.1. comply with the reasonable directions of Unboxed Consulting in relation to the Supported Software;
 - 3.1.2. utilise the Supported Software only in accordance with the manuals, best practice or the advice of Unboxed Consulting;
 - 3.1.3. commit only trained and competent personnel to operate the Supported Software;
 - 3.1.4. make available to Unboxed Consulting's staff its staff who are familiar with user and Customer operations;
 - 3.1.5. notify Unboxed Consulting immediately in the event that the Supported Software does not operate correctly;
 - 3.1.6. at all reasonable times make full and free access to the Customer's premises as may be required in order to provide the Services;
 - 3.1.7. not maintain, update, alter or adjust the Supported Software without the prior written approval of Unboxed Consulting;
 - 3.1.8. not seek to operate the Supported Software with other third party software or programmes or hardware unless agreed in advance by Unboxed Consulting.

4. Term

- 4.1. The support services shall commence on the commencement date and shall remain in force from year to year unless terminated by either party giving not less than six months prior notice in writing.

5. Payment

- 5.1. The support fees as specified in schedule 2 of this Agreement shall be payable by the Customer to Unboxed Consulting monthly in advance. No Services shall be provided until such time as payment has been received by Unboxed Consulting.
- 5.2. Any charges payable by the Customer under this Agreement in addition to the fees for Support Services as set out on the cover sheet shall be paid within 14 days following receipt of Unboxed Consulting's invoice.
- 5.3. All fees payable under this Agreement are exclusive of VAT which should be payable by the Customer in addition at the prevailing rate.
- 5.4. Unboxed Consulting shall have the right to charge interest on overdue invoices at the rate of 5% per annum above the base rate of the Bank of England calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment.
- 5.5. Unboxed Consulting should be entitled at any time from time to time to increase the Support Fees by giving not less than 90 days prior written notice to the Customer. The Customer shall be entitled to terminate this Agreement on the expiry of such notice of increased charges if the Customer does not accept those charges.

6. Warranty

- 6.1. Unboxed Consulting warrants to the Customer that all services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 6.2. The Customer acknowledges that it is the responsibility of the Customer to ensure that the Services described in the Specification meet its requirements.
- 6.3. Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Services is given or assumed by Unboxed Consulting, and all such warranties, conditions, undertakings and terms are hereby excluded.
- 6.4. The Customer hereby agrees that its sole remedy in respect of any non-conformance with any warranty in this Agreement is that Unboxed Consulting will remedy such non-conformance (either by itself or through a third party) and if, in Unboxed Consulting's reasonable opinion, it is unable to remedy such non-conformance, Unboxed Consulting will refund the Support Fee for the year in which the services, the subject of such claim, were supplied, if paid, whereupon this Agreement shall immediately terminate.
- 6.5. Unboxed Consulting does not warrant that all errors can and will be corrected. Unboxed Consulting shall use its reasonable endeavours to correct errors in the Supported Software, so long as the errors are repeatable by Unboxed Consulting, or to provide a software patch; or to bypass around such error.

- 6.6. The Customer must promptly notify Unboxed Consulting of any non-conformance to the above warranties in order to benefit from the remedy stated above, and in any event within three months.

7. Intellectual Property (“IP”)

- 7.1. All IP rights in and to any pre-existing work or materials created before the Support Services begins which are used during the work carried out on your Services Specification will remain with whoever provided such materials.
- 7.2. All IP rights including copyright which are created during the Support Services (“Output”) shall be dealt with as follows (and for the avoidance of doubt any rights not granted or licensed are expressly reserved).
- a) IP rights in and to the Output which comprises software code shall (unless it is open source code or subject to third party rights) vest in us unless otherwise agreed and it is agreed that we may re-use such software code with other clients (and we may use software code we have developed for other clients in providing the Support Services);
 - b) Unless otherwise specified IP rights to any visual get up and user interface you have designed and to any functionality you have invented (provided that the functionality is patentable) will belong to you (and you agree licence those IP rights to us for the purposes of the Support Services);
 - c) Where we have developed graphic design or visual elements the IP rights in those designs or visual elements will be assigned from us to you, upon and subject to payment of our fees in full (and you agree to licence those IP rights to use for the purposes of the Support Services) however please note that you will not own IP rights to visual elements such as typefaces which are subject to third party rights;
 - d) IP rights in and to the Output which comprise software code or are otherwise vested in us shall be licensed by us to you on a perpetual, non-exclusive, royalty-free basis for your business purposes, subject to payment of our fees. Such licence shall terminate immediately if you fail to pay our fees when due or if this contract is terminated following any material breach by you of your obligations under this Agreement and in those circumstances we may upon termination of this Agreement require by notice in writing to you the destruction or return of any Output in your possession or control (whether that Output comprises software code or otherwise);
 - e) You may grant a sub-licence to use the Output to your group or subsidiary companies and you may transfer your licence to use the Output to a purchaser as part of a sale of the whole or substantially the whole of your business or a sale of the relevant technology but no other distribution or licensing of the Output (or IP rights in the Output) is permitted.

8. Liability

- 8.1. Unboxed Consulting shall during the term of this Agreement, maintain employer's liability, third party liability, and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a

minimum value of five hundred thousand pounds and with an insurance company of repute. Unboxed Consulting shall on request supply copies of the relevant certificates of insurance to the Customer as evidence that such policies remain in force. Unboxed Consulting undertakes to use reasonable commercial efforts to pursue claims under such insurance policies.

- 8.2. Unboxed Consulting shall indemnify the Customer for personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder or by defects in any product supplied pursuant to this Agreement.
- 8.3. Save in respect of claims for death or personal injury arising from Unboxed Consulting's negligence, in no event will Unboxed be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of Unboxed Consulting, whether such damages were reasonably foreseeable or actually foreseen.
- 8.4. Except as provided above in the case of personal injury, death and damage to tangible property, Unboxed Consulting's maximum liability to the Customer under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the lesser of:

the sum for which Unboxed Consulting carries comprehensive insurance cover pursuant to clause 8.1 above; or

a sum equivalent to the price paid to Unboxed for the products or services that are the subject of the Customer's claim, plus damages limited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Customer in obtaining alternative products and/or services.

- 8.5. The parties hereby acknowledge and agree that the limitations contained in this clause 8 are reasonable in light of all the circumstances.
- 8.6. The Customer's statutory rights as a consumer (if any) are not affected. All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action. For the purposes of this clause, the 'Licensor' includes its employees, sub-contractors and suppliers who shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

9. Security and Control

- 9.1. The Customer shall during the continuance of the Licence:
- a) effect and maintain adequate security measures to safeguard the Supported Software from access or use by any unauthorised person;
 - b) retain the Supported Software and all copies thereof under the Customer's effective control;

- c) maintain a full and accurate record of the Customer's copying and disclosure of the Supported Software and shall produce such record to Unboxed Consulting on request from time to time;
- d) comply with all reasonable instructions of Unboxed Consulting with regard to the use of the Supported Software, including, without limitation, the implementation of upgrades to the Supported Software, third party software, specified operating system and computer hardware which Unboxed may provide from time to time.

10. Termination

- 10.1. Either party may terminate this Agreement forthwith on giving notice in writing to the other party if:
- a) the other party commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing to do, to remedy the breach (such request to contain a warning of a party's intention to terminate); or
 - b) the other party becomes insolvent, unable to pay its debts, or is the subject of any form of insolvency, bankruptcy or similar proceedings;
 - c) the Customer permanently discontinues the use of the Supported Software.
- 10.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come onto or continue in force on or after such termination.
- 10.3. If this Agreement is terminated by Unboxed pursuant to clause 9.1, or by the Customer pursuant to clause 9.1c then the Customer shall not be entitled to any refund of the Support Fee or any part thereof that has been paid.

11. General

Training

- 11.1 Any training required by the Customer shall be provided by Unboxed Consulting in accordance with its standard scale of charges from time to time in force.

Publicity

- 11.2 Unboxed Consulting shall be entitled to identify the Customer as a customer of Unboxed Consulting in its publicity materials, subject to the Customer's prior written approval on each publicity document.

Confidentiality

- 11.3 Each party shall treat as confidential all information supplied by the other party under this Agreement which is designated as confidential, or which is by its nature clearly confidential, provided that this Clause shall not extend to any information which was rightfully in the possession of a party prior to the commencement of the negotiations leading to this Agreement, or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).

Data Protection

- 11.4 The parties agree to comply with their respective obligations under the Data Protection Legislation in the processing of personal data. This clause does not relieve, remove or replace a party's obligations under the Data Protection Legislation.
- 11.5 For the purposes of this Agreement, "**Data Protection Legislation**" means all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time, including the Data Protection Act 2018, the GDPR (EU General Data Protection Regulation 2016/679), the retained EU law version of the GDPR (UK GDPR) and any successor legislation or as amended from time to time.
- 11.6 The parties acknowledge and agree that in respect of any personal data processed by us as a data processor for and on your behalf, the parties shall comply with their respective obligations as set out in Schedule 3.

Relationship

- 11.7 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

Waiver

- 11.8 This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties to this Agreement.

Announcements

- 11.9 No party shall issue or make any public announcement or disclose any information regarding this Agreement, unless prior written consent has been obtained from the other party.

Assignment

- 11.10 This Agreement is personal to the parties and, subject to clause 11.11 below, neither this Agreement nor any rights, licenses or obligations under this Agreement, may be assigned by either party, without the prior written approval of the other party.

- 11.11 Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all, or of substantially all, of such party's equity securities, assets or business relating to the subject matter of this Agreement, or to any entity controlled by, that controls, or is under common control with, a party hereto. Any attempted assignment in violation of this clause will be void and without effect.
- 11.12 This Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

Entire Agreement

- 11.12 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. However, the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect insofar as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

Force Majeure

- 11.13 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than [6 months], either party may terminate this Agreement by written notice to the other party.

Notices

- 11.14 All notices hereunder shall be in writing.
- 11.15 Notices shall be deemed to have been duly given:
- 11.16 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 11.17 when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
- 11.18 on the fifth business day following mailing, if mailed by national ordinary mail, postage pre-paid; or
- 11.19 on the tenth business day following mailing, if mailed by airmail, postage pre-paid,
- 11.20 in each case addressed to the most recent address, email address, or facsimile number notified to the other party.

Severance

- 11.21 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 11.22 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. No right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

Third Parties

- 11.23 Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.
- 11.24 The parties confirm their intent (except as provided in clause 10.7 not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

12. Law and Jurisdiction

- 12.1. This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English Law
- 12.2. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement.

13. Non-solicitation of Our Associates

- 13.1. You undertake that you (including for the purpose of this clause any subsidiary group or associated company, or any person connected with you, directly or indirectly (whether on your own account or on behalf of another)), shall not, without our prior written consent, either:
- a) whilst the services are being supported; or
 - b) within a period of 6 months after the end of the Support Services;;

directly or indirectly entice away or endeavour to entice away from us to provide any work or services any person who during the previous 12 months:

- c) has been engaged in any role on the Support Services; and
- d) has been employed by us (or otherwise engaged by us in the case of non-employees or self-employed contractors).

13.2. In the event that you are in breach of the undertaking in clause 13.1 you agree to pay liquidated damages of a sum equal to an amount that is equivalent to 35% of the persons concerned annual salary (or total contract fee in the case of self-employed contractors) in their new position.

Signatures

AS WITNESS the hands of the parties the day and year first written before

Signed by

For and on behalf of

[]

Signed by

For and on behalf of

Unboxed Consulting Limited

Schedule 1

Services Specification

Setup Services:

TBC

Supported Services:

TBC

Commencement Date and Timescales:

[] for 12 months initially

Excluded from Support Services:

TBC

Fees and Expenses:

Managed support services costs: £6,300 or £3,150 per month (24/7 or office hours)

Cost of remediation work: £170 per hour

Payment for the 12 month support retainer is annually in advance, with the payment of accrued time and materials costs payable monthly in arrears.

For any other services, our Rate Card is as follows:

	Junior	Mid	Senior	Lead	Principal
Developer	£700/day	£1,000/day	£1,150/day	£1,300/day	£1,600 to £2,000/day
Designer	£700/day	£1,000/day	£1,150/day	£1,300/day	£1,600 to £2,000/day
User Researcher	£700/day	£1,000/day	£1,150/day	£1,300/day	£1,600 to £2,000/day
Delivery Manager	£700/day	£1,000/day	£1,150/day	£1,300/day	£1,600 to £2,000/day

In the event that Unboxed is hosting your cloud services on a platform such as AWS, this will be recharged at cost on a monthly basis in arrears with a £60/month administration fee.

Schedule 2

Definition of Priority Levels

All e-mails or telephone calls from the Customer incident reporters to the Unboxed Consulting Limited Help Desk reporting incidents with the Services, shall be assigned a Priority Level and an Incident Report Number, which shall be agreed with the reporter at the time the incident is reported, based on the descriptions detailed below.

The priority level of an incident may be reassigned by mutual agreement, or in accordance with this Schedule throughout the resolution period of the incident.

Priority Level	Incident Description
1	1. Total non-availability of the Supported Software 2. Faults with the Supported Software or a significant functional component of the Supported Software: • Which render the software materially unusable for a core element of its intended business use, or • Which introduces a significant and urgent risk to the Customer in terms of financial or reputational risk
2	Faults with the Supported Software or a significant functional component of the Supported Software: • Which do not render the software materially unusable for a core element of its intended business use, and • Which introduce a material level of financial or reputational risk such that it would be unacceptable to delay resolution until a planned maintenance release and, • For which a business workaround does not exist that would sufficiently mitigate the above risk.
3	Faults with the Supported Software which are sufficiently minor or which have an effective workaround such that it would be acceptable to schedule them into a planned maintenance release or defer fix to an unspecified future date.

Support Hours

The Unboxed Consulting Help Desk is a second line and third line support service. Before an incident is reported to the Help Desk it is assumed that the incident has been investigated by the Customer's first line support services and it is considered necessary to report the incident in accordance with the instructions below.

For 24/7 support

The Unboxed Consulting Help Desk shall be available 24/7 for logging & managing new & existing PI incidents.

The Help Desk service shall also be available during office hours (9am – 5pm) for logging & managing new & existing P2 / P3 incidents.

Additional hours or days shall be at the request of the Customer by mutual agreement, such agreement not to be unreasonably withheld.

For business hours support

The Unboxed Consulting Help Desk shall be available during office hours (9am – 5pm) for logging & managing new & existing P1 incidents.

The Help Desk service shall also be available during office hours (9am – 5pm) for logging & managing new & existing P2 / P3 incidents.

Additional hours or days shall be at the request of the Customer by mutual agreement, such agreement not to be unreasonably withheld.

Pricing

The first hour for fixes of P1 and P2 incidents is free of charge. This is in addition to the investigation time required to establish the cause of the problem.

Any time spent on resolution outside this free of charge provision will be charged at the standard hourly rate of £170.

Reporting Procedure

The incident is logged by sending an email to servicedesk@unboxedconsulting.com, specifying:

1. "Incident: [Customer Name] Incident P1/2/3, Incident Report Number" in the subject line.
2. A description of the incident.
3. Investigation steps already taken by First Line Support.
4. Any Important Contact details including phone number and email addresses.
5. For P1 incidents only, immediately call the Unboxed Consulting Limited Help Desk number (020 7183 4254). You will be able to leave a message should there be no reply.

Target Incident Response Times

Target Incident Response Time is the time taken to acknowledge an incident in a non-automated way. It is measured from the time an incident record is created, either by the Customer Help Desk via an email submission (and/or telephone call), until the time that the Customer is advised that their problem has been received and is being addressed.

Priority	Response Time	Remediation Time
P1	1 hour	For 24/7 support 24 hours, 7 days a week. Target to commence investigation and remediation work immediately. For business hours support 9am – 5pm business days only. Target to commence investigation and remediation work immediately.
P2	4 hours	9am – 5pm business days: Target to commence investigation and remediation work in 3 business days.
P3	4 hours	9am – 5pm, business days: A defect will be raised, placed on the backlog and prioritised by you along with other defects and functionality for delivery at a future date (e.g. planned service release).

Resolution of an incident shall include a reasonable workaround. Provision of a workaround will either cause the incident to be resolved, or, reduce the priority of the incident to be reduced to P3 as agreed between Unboxed Consulting Limited and the Customer.

Resolution of incidents may require an emergency release, necessitating the agreement of the relevant Website or Application release manager or his nominee, (such agreement not to be unreasonably withheld or delayed).

Incident Progress Reporting

Unboxed Consulting Limited will provide the Customer with regular progress updates for all incidents reported and, in particular, shall provide progress reports for P1 incidents no less frequently than once every hour during supported hours and for P2 incidents no less frequently than once every business day.

Escalation Procedure

If the Customer has not had a response within the target incident response time or cannot reach the Unboxed Consulting Limited Help Desk, they can contact one of the Directors using the numbers listed below. The Unboxed Consulting Limited Director will immediately establish the status of the incident and respond directly to the Customer with a status update and a description of the planned steps to be undertaken by Unboxed Consulting Limited to rectify the issue. The Unboxed Consulting Limited Director will remain as the main point of contact, if requested by the Customer, until the incident has been resolved.

Matt Turrell

matt.turrell@unboxedconsulting.com

07979 913212

Martyn Evans

martyn.evans@unboxedconsulting.com

07811 407070

Schedule 3

Data Processing Schedule

1. Definitions

- 1.1 In this Schedule, except where the context otherwise requires, the following words and expressions shall have the following meanings.

Data Protection Legislation means all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time, including the Data Protection Act 2018, the GDPR (EU General Data Protection Regulation 2016/679), the retained EU law version of the GDPR (UK GDPR) and any successor legislation or as amended from time to time.

Controller, Processor, Data Subject, Personal Data and Processing shall have the same meaning as in the Data Protection Legislation, and their cognate terms shall be construed accordingly.

2. Controller and Processor

- 2.1 For the purposes of the Data Protection Legislation and this Schedule 3, you are the Controller and we are the Processor. The table at paragraph 9 below sets out the scope, nature and purpose of the Processing, the duration of the Processing, the types of Personal Data and categories of Data Subject.
- 2.2 We agree that we will not process Personal Data other than:
- 2.2.1 as set out in this Schedule;
 - 2.2.2 on your written instructions; or
 - 2.2.3 unless required by law in which case we agree (to the extent permitted by law) to inform you of that legal requirement before such processing.

3. Protection Measures

- 3.1 We agree that all staff who have access to and/or process Personal Data will be legally bound by appropriate confidentiality obligations.
- 3.2 We will ensure that we have in place appropriate technical and organisational measures to ensure that Personal Data is subject to an appropriate level of security, including to the extent required the measures referred to in Article 32(1) of the GDPR/UK GDPR (as the case may be).
- 3.3 In reaching judgement as to the appropriate level of security, we will take into account current technology, costs of implementation and the nature, scope, context and purposes of the processing undertaken as well as the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage of the Personal Data.

4. Transfers outside of the UK and EEA

- 4.1 We will not process or transfer any Personal Data outside of the UK or the European Economic Area ("EEA") unless we have your prior written consent or there are appropriate safeguards in place in accordance with Chapter 5 of the GDPR/UK GDPR (as the case may be), in relation to the transfer and we are providing an adequate level of protection to any Personal Data that is transferred.

5. Data Breach

- 5.1 We will assist you in ensuring compliance with your obligations pursuant to Articles 32 – 36 GDPR/UK GDPR including, without limitation, notifying you without undue delay upon becoming aware of any Personal Data breach affecting Personal Data. We will assist you in responding to any request from a Data Subject and in ensuring compliance with your obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

6. Records and Audit

- 6.1 We will maintain complete and accurate records and information to demonstrate compliance with this Agreement and Data Protection Legislation and will cooperate with and allow for audits by you or our designated auditor in relation to the Processing of Personal Data by us (including, without limitation, making available all information necessary to demonstrate compliance with Article 28 GDPR/UK GDPR).

7. Third Party Processors

- 7.1 We agree not to use any third party processor without your prior written consent. With respect to each third-party processor, we will only engage such processor if a written contract or other agreement is in place that is binding on the third party processor and ensure that the applicable terms with that processor will offer at least the same level of protection for Personal Data as those set out in this Schedule and which meet the requirements of Article 28(3) of the GDPR/UK GDPR (as the case may be). As between you and us, we will remain fully liable for all acts or omissions of any third-party processor appointed by us.
- 7.2 Without prejudice to the above, you consent to us continuing to use any third-party processor already engaged by us at the date of the Agreement, or otherwise in respect of our core IT and business support functions and systems.

8. Effect of Termination

- 8.1 We will upon termination of the Agreement or Schedule (howsoever arising) or at any other time requested by you, delete or return all Personal Data to you. We may retain Personal Data if required by law only to the extent and for such period as required by those laws.

9. Data Processing Activity

9.1 The following table includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR/UK GDPR.

Subject matter and duration of the Processing of the Personal Data	Personal Data may be processed by us in the course of the provision of Services under the Agreement Personal Data will be held and processed for as long as the Agreement remains in force. [INSERT SUBJECT MATTER]
Nature and purpose of the Processing of Personal Data	[INSERT NATURE AND PURPOSE OF PROCESSING OF PERSONAL DATA] The Personal Data is processed for the purposes of facilitating the provision of Support Services by us to you pursuant to the Agreement
Type(s) of Personal Data to be Processed	[INSERT]
Categories of Data Subject to whom the Personal Data relates	[Clients/customers and prospective clients/ customers of yours]
Our obligations and rights in relation to the processing	As set out in this Schedule