

Software License and User Agreement



Contents

4	Schedule 1
5	License
	Hosting
6	Fees and Payments
	Title and Ownership
7	Decompilation
	Term and Termination
8	Limited Warranty and Disclaimer of Warranty
	Limitation of Remedies
9	Software and Support Services
	Your Obligations
10	Force Majeure
	Indemnity
	Confidentiality, Transparency and Data
	General
11	Schedule 2 - Service Level Agreement
13	Schedule 3 - Software Support Policy
16	Annex 1 - Data Protection Policy
18	Annex 2 - Acceptable and Fair Use Policy

Software	The "In-tend" software together with the software modules You are authorised to use as agreed in writing between In-tend and Your authorised signatory.
License	An organisational, non-exclusive, non-transferable license to use the Software in accordance with the Software License and User Agreement for the software modules covered under this agreement.
Licensor	In-tend Limited ("In-tend", "Ltd")
Address	In-tend House, 74 High Street Maltby, Rotherham, South Yorkshire, S66 7BN, United Kingdom
Licensee	Your Organisation ("You")
Users	Your Directly Employed (PAYE Enrolled) and In-tend Software trained Staff ("Users")

Schedule 1

INSTALLATION

Hosting

Provided by In-tend Ltd

Number of concurrent users
(In-tend reserve the right to audit to establish the usage of the system under our Acceptable and Fair Use Policy (Annex 2) and based upon the system usage indicated by You).

Your System Administrators may set up Your system users in line with the information provided in the Customer Analysis Sheet as approved by In-tend.

TERM (for Maintenance, Support and Hosting)

Annual rolling agreement post contractual term concluded.

SUPPORT CONTACTS

"Support Contacts" are your appointed system administrators (Super-Users) authorised to contact the Support Helpdesk. Internal queries and supplier procurement and account queries (such as password resets and unlocking) are to be filtered by you prior to being directed to In-tend Support.

There is no restriction on your supplier base from contacting In-tend support directly for technical queries.

You are required to manage your own User database and internal system user unlocking requests .

Notwithstanding the number of designated "Support Contacts", the number of Your users who may contact the In-tend Support Helpdesk is limited to two fully trained users "Super-Users or System Administrators".
You agree You will endeavour to triage the majority of internal queries through Your own system administrators/users initially before contacting the In-tend Support Helpdesk. Where the nature of the enquiry is of a basic functionality training nature, You will be provided with a quotation for Refresher Training, and changes in Administrator/Super-User personnel are to undergo Training by us prior to acceptance of cases via In-tend Support. Users not trained may not be fully supported whereby the nature of the enquiry is of standard trained functionality. Technically urgent enquires must be reported via telephone within core hours for priority response.
Please see Schedule 3 for the support path SLA response times.

1 LICENSE

- 1.1 In-tend grants to You a non-exclusive, non-transferable license to use and access the Software. You may use the Software for Your own internal data processing requirements only and shall not permit any third party/Contractors access to the Software; unless expressly permitted to do so by In-tend; see 1.3 below.
- 1.2 You may access and use the Software on computer(s) under Your control including all sites and remote locations under Your ownership. This clause shall not prevent the remote use of the software by You or your trained system users.
- 1.3 All user account access must be via a licensed Named human user accounts. Accounts must not be generic in nature (ie procurement@) for multiple use.
- 1.4 Any third party to whom You wish to grant access must have been trained by You/In-tend, and the appropriate external per seat license paid. As the software is completely hosted, it may be used from any point of access. In-tend reserve the right to monitor access.
- 1.5 In-tend reserve the right to migrate your license to our In-spired license should you be undertaking, or wish to undertake procurements on behalf of any third party or affiliated organisation/business; or where the procurement will be accessed by non-In-tend licensed customers/ users.
- 1.6 Novation of contract is not accepted without the expressed written permission of In-tend.
- 1.7 The license fee/s and annual Maintenance and Hosting charges quoted have been based on the usage indicators provided to In-tend by You; this may be the Customer Analysis Sheet, by telephone, or email. In-tend reserve the right to monitor Your usage of the system against this information, and, where in excess of outset indicated usage, effect an increase in annual Maintenance and Hosting charges and/ or user license banding.
- 1.8 It is expected that Your fully trained Super Users/ System Administrators will triage any 'How Do I' questions Your Users may have.
- 1.9 You will confirm that you will not allow any competitor, potential competitor or user/

organisation with a conflict of interest to have access (including remote/ local demonstration) to the In-tend system. You agree to not disclose In-tend functionality or capability to any third party except with the express permission of In-tend.

- 1.10 In-tend will, based on the tickets logged by Your System Administrators/suppliers, highlight to In-tends' Training Department, any identified refresher, or new user training requirements. Where the demand on In-tends' Support Helpdesk is of a training nature and training not taken, In-tend reserve the right to increase Your annual maintenance and hosting charges.

2. HOSTING

- 2.1 Hosting of the Software ("Hosting") is to be provided by In-tend.
In-tend shall procure Hosting by a Hosting Specialist and the following provisions of this clause 2 shall apply. The service level agreement ("Service Level Agreement") applicable to the provision of the Hosting is set out in Schedule 2.
- 2.2 You must use the Hosting service for lawful purposes only and strictly in accordance with the Acceptable And Fair Use Policy of the Specialist and its connected networks (Annex 2 below refers). In particular and without limitation, You must not (and must not authorise anyone to) use the Hosting service to send or receive any material which is defamatory, offensive, abusive, indecent, obscene, menacing, or otherwise illegal; in breach of confidence, privacy, trade secrets; in breach of any third party intellectual property rights (including copyright); in breach of any other rights; to cause annoyance, inconvenience, or needless anxiety; or in breach of any instructions provided by the Specialist (and relayed by In-tend to you, if applicable). You acknowledge and agree that, without prejudice to In-tends' other rights and remedies, breach of this clause 2.2 may result in immediate suspension of the provision of service by In-tend.
- 2.3 Without limiting the generality of clause 8 below, In-tend will not accept liability for any of the following arising from the provision of Hosting, namely:

- 2.3.1 the corruption or destruction of data caused by You or a third party/Contractor given access by You; and
- 2.3.2 the transmission or reception of infringing data of any kind.

3. FEES AND PAYMENT

- 3.1 License fees, Maintenance and Hosting, Project Management (where applicable), Training, associated agreed expenses and other agreed year costs (the "Charges") are payable within 30 days from date of invoice, unless otherwise expressly agreed in writing with In-tend, as defined within clause 12.9.
- 3.2 Where Charges are not fixed or paid in full upfront for a contract term, a minimum 5% inflationary increase will be added.
- 3.3 In-tend shall issue invoices as required relevant charges, and you are required to issue a Purchase Order (where issued) 60 days prior to the new maintenance and hosting terms to allow for payment in full prior to the new maintenance and hosting term.
Any Charges payable by You pursuant to this Agreement shall, unless otherwise agreed, be payable within 30 days of the date of In-tends' invoice for those charges. Settlement terms to adhere to current UK legislation for SMEs where applicable. Where payment is not received in full prior to the commencement date to allow for seamless provision of service, In-tend reserve the right to cease supply and charge a minimum 20% re-connection fee, in addition to the outstanding monies for the service period invoiced.
- 3.4 Unless otherwise indicated, all charges are exclusive of any applicable value added tax or any other taxes, levies or duties, which will be payable by You in addition. You are required to notify In-tend of any exemptions and to provide the relevant paperwork in association with this.
- 3.5 If You fail to make any payment at the time or within the period required under this Agreement, and In-tend serves You with written notice of such failure and a further 30 days elapses where payment is not made, then without prejudice to any other right or remedy available, In-tend may in its sole discretion: -
 - 3.5.1 suspend the performance of any or all of its

- obligations under this Agreement and charge a minimum re-connection fee of 20% of the fees outstanding; and/ or
- 3.5.2 charge interest (both before and after any judgement) on a day to day basis at the rate of 8% plus the Bank of England rate for business to business transactions; and/ or
- 3.5.3 terminate this Agreement pursuant to clause 6.3.1 below.
- 3.6 Additional fees may become payable if You exceed the agreed or stipulated usage or number of Users as advised via the Customer Analysis Sheet), email or other document for the purposes of the provision of the initial quotation by In-tend and accepted by You at contract term outset. In the event of an anticipated increase in system usage or users please contact the Support Helpdesk in the first instance. In-tend reserve the right to monitor usage, as detailed within Clauses 1.4 and 1.7.
- 3.7 In addition to the annual Maintenance and Hosting charges, In-tend shall be entitled to increase the fees at any time through factors that are outside In-tends' control, including electricity; charges levied by Third Party Services Providers, or increases due to legal or regulatory requirements. In-tend shall provide 30 days notice in writing via by email of such increases.

4. TITLE AND OWNERSHIP

- 4.1 You acknowledge that all rights, title, and interest in the Software and other property, either tangible or intangible that In-tend may supply to You pursuant to this Agreement, including but not limited to such patent, copyright, trade secret, and other proprietary rights as may be applicable, is vested in In-tend and You shall have no right or title therein except the right to use the same under and in accordance with the terms of this Agreement. Where any bespoke development is required by You, ownership of any resulting intellectual property will remain with In-tend.
- 4.2 You retain all right, title and interest in intellectual property rights in any materials and/or data provided by You or any third party authorized by You (subject to the relevant external user fees having been paid) to use the Software in accordance with Clause 1.

5. DECOMPIlation

- 5.1 Except to the extent and in the circumstances expressly permitted by law, You shall not alter, modify, adapt or translate the whole or any part of the Software in any way nor permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs, nor decompile, disassemble or reverse engineer the same nor attempt to do such things.
- 5.2 You, nor any of Your third parties shall not attempt to reverse engineer In-tends' Software or its API for use in any other way that may commercially affect In-tend.

6. TERM AND TERMINATION

- 6.1 This Agreement shall come into force on the agreed date confirmed in writing by In-tend.
- 6.1.1 Unless 90 days' notice in writing is given prior to the end of the current contract term, the term will continue on an annual rolling basis. If a Purchase Order (where issued) is required for on-going maintenance and hosting, it is the responsibility of You to issue to the value advised by In-tends' Accounts Department. In-tend will quote for any further contractual periods at discounted rates for contract extensions of greater than 12 months as requested by You, and any such extension shall be against the prevailing In-tend terms and conditions.
- 6.2 You may terminate this Agreement (in whole or in part) with immediate effect upon notice in writing to In-tend if: -
- 6.2.1 In-tend becomes insolvent or bankrupt or if an order is made or a resolution is passed for the winding up of In-tend or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of In-tends' assets or business or if In-tend makes any composition with its' creditors or takes or takes or suffers any similar or analogous action in consequence of debt; or
- 6.2.2 In-tend commits any material breach of this Agreement provided that, if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation), the notice shall only be given if In-tend has not remedied the same within 15 working days of having been given notice in writing

specifying the breach and requiring it to be remedied;

- 6.3 In-tend may terminate this Agreement immediately upon notice in writing to You if:
 - 6.3.1 You fail to pay any sum due under this Agreement by thirty (30) days following written notification by In-tend that there has been a failure to pay; or
 - 6.3.2 You commit any other material breach of this Agreement provided that if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation) the notice shall only be given if You shall not have remedied the same within 15 working days of having been given notice in writing specifying the material breach and requiring it to be remedied;
 - 6.3.3 You become bankrupt or commit any act of bankruptcy or enter into an arrangement with Your creditors or are put into liquidation other wise than voluntary liquidation for the purpose only of amalgamation or reconstruction or if a receiver or administrator is appointed over any of Your assets or undertaking or any part thereof or anything analogous to the foregoing under the law of any country occurs in relation to You.
- 6.4 Upon termination of this Agreement for any reason (but not upon termination of that part of the Agreement relating to the provision of Support/and or Hosting where off-boarding provision has been made), You shall immediately cease using the Software.
- 6.5 You may terminate this Agreement (in whole or in part) at any time by giving not less than 90 days' notice to In-tend. Full payment becomes due at this point for any fixed term commitment/contract.
- 6.6 If requested by You, In-tend agrees that following accepted termination or expiry of this Agreement, In-tend shall offer You two options for offboarding.

a) Your data shall continue to be available for extraction via the software manually up until the current term termination date. This option can be done in Your own time at no additional charge; or Additional support and

assistance may be offered at prevailing project management rates to assist you to migrate Your own data.

b) In-tend shall migrate all Your data from the system into a manageable format in either XML, JSON or CSV (additional optional formats as required). This would incur a development and/or project management charge to be provided on request at the point of termination or expiry.

7 LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

7.1 In-tend warrants that: (i) the Software shall substantially perform the functions described in the user manual for the version or modules listed in Schedule 1 when operated in conjunction with the supported operating system/s; (ii) that all services under this Agreement shall be performed with all reasonable care and skill and in accordance with all applicable laws from time to time in force; (iii) it will co-operate with You in all matters relating to the services; (iv) its staff are suitably skilled and experienced to perform the tasks allocated to them; (v) that it has all the necessary rights and licenses in respect of all intellectual property rights in the Software to enable it to grant the license and provided associated services under this Agreement; and (vi) the Software will meet the requirements (both technical and otherwise) of any tender response document. In-tend does not warrant that the Software will meet Your other requirements, that the Software will operate in combinations that You may select that are not expressly stated, and that the Software operates satisfactorily in conjunction with third party software not specified in the documentation referred to above (or otherwise approved by In-tend in writing) or that operation of the Software will be uninterrupted or error-free.

7.2 With hosting provided, In-tend shall use all reasonable endeavours to procure compliance by the Hosting Specialist with the Service Level Agreement, with the Service Level Agreement" being defined at clause 2.1 above. You must notify In-tend of any claim you intend to make for service credits within the period referred to at

clause 2 of the Service Level Agreement and Your entitlement to service credits in respect of hosting services shall, in no event, exceed the credits that In-tend receives from the Specialist in respect of the Hosting service provided to You pursuant to this Agreement, except where the Specialist has refused to pay service credits due to any act or omission of In-tend (in which case In-tend shall remain liable to You for those service credits that would otherwise have been payable).

7.3 You use reasonable endeavours to give notice to In-tend as soon as You are reasonably able upon becoming aware of a breach of the warranty contained in clause 7.1 above.

7.4 Subject to You providing (where reasonably possible) a documented example of the relevant defect or failure to the Support helpdesk, In-tend shall remedy any breach of those warranties by the provision of remedial services in accordance with clause 9 below.

7.5 The foregoing warranties are in lieu of all other warranties, express or implied, which are excluded to the fullest extent permissible by law.

8 LIMITATION OF REMEDIES

8.1 In-tend does not seek to limit or exclude its liability to You for the injury to or death of person caused by any negligent act or omission or willful misconduct of In-tend, its employees, agents or any sub-contractors.

8.2 Except for the type of liability referred to at clause 8.1, any other matters for which a party's liability may not by law be restricted or excluded by law, and subject always to clause 11A, the total liability of either party in respect of any contractual breach or representation, statement or tortuous act or omission (including negligence) arising under or in connection with this Agreement (a "Default") shall not exceed 75% of the total sums payable by You under this agreement (assuming the Agreement continues for the full contract term). For the avoidance of doubt, any agreed service credits paid or payable by In-tend shall not count towards or reduce In-tends' liability cap.

8.3 Notwithstanding anything else contained in this

agreement (and without limiting In-tends' liability in respect of injury or death or any person caused by any negligent act or omission or wilful misconduct of In-tend, its employees or subcontractors), In-tend shall not be liable to You for any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by You as a result of an action brought by a third party), whether arising from negligence, breach of contract or otherwise howsoever.

9 SOFTWARE AND SUPPORT SERVICES

- 9.1 In-tend shall provide support services ("Support Services") in respect of the Software in accordance with clauses 9 and 10 of this Agreement and In-tends' "Software Support Policy", set out in Schedule 3. In addition, In-tend shall use all reasonable endeavours to resolve any difficulties and queries that You may have in relation to Your use of the Software provided that Your Super Users/System Administrators have been trained on current and available functionality ("Latest Release"). All internal support related queries are to go via Your internal System Administrators for resolve in the first instance, and all unlocking/procurement supplier enquiries are the responsibility of You.
- 9.2 Unless otherwise agreed by In-tend in writing, Support Services shall be provided only between the hours of 08:30 and 17:00 Mondays to Fridays excluding English statutory holidays.
- 9.3 In-tend shall not be obliged to accept requests for Support Services other than from the two support contacts nominated by You and whose details have previously been provided in writing to In-tend (the maximum number of such support contacts not to exceed the number indicated in Schedule 1, unless otherwise agreed in writing). You must ensure that the nominated support contacts (System Administrators) have been fully trained in the use of the Software / module (within the last 2 years or trained in latest functionality). In-tend reserve the right to insist on paid training of Your users where staff have not undertaken recent and/or appropriate

training and are utilising the Support Helpdesk for aspects of a training day nature.

10 YOUR OBLIGATIONS

- 10.1 During the period of this Agreement during which In-tend is to provide Support Services (as defined in clause 9.1 above), You shall;
 - 10.1.1 Not request, permit or authorise anyone other than In-tend to provide any maintenance or support services in respect of the Software and/or its Current Release;
 - 10.1.2 Co-operate fully with In-tend personnel in the diagnosis of any error or defect in the Software;
 - 10.1.3 Where personal information is disclosed by You to In-tend and processed by In-tend, or the Specialist (as defined at clause 2.1) in connection with the provision of Hosting (as defined at clause 2.1), obtain all necessary consents and approvals to ensure that such processing is carried out in accordance current legislation.
 - 10.1.4 Where information requested by In-tends' Support is not provided; and/ or fully co-operated with may result in the support request not being fulfilled or delayed for which In-tend cannot be held responsible for.
 - 10.1.5 In-tend reserves the right to withhold support and/ or services to anyone acting unprofessionally and/ or abusively towards In-tend or its employees, and may report such behaviour of serious nature to escalation points within Your organisation and/or external professional bodies as deemed appropriate.
- 10.2 To the extent that In-tend agrees with You to visit any address of Yours for the purpose of providing Support Services encompassing Training (as defined at clause 9.1 above) or other services under or pursuant to this Agreement, You shall:
 - 10.2.1 ensure for health and safety reasons that In-tends' personnel, upon or prior to entering Your premises for the purposes of this Agreement, are made familiar with Your premises and safety procedures, and have access, at all times while on those

premises, to a member of Your staff familiar with Your premises and safety procedures.

11 FORCE MAJEURE

In-tend shall not be liable to You or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of its obligations under this Agreement if the delay or failure was due to any cause beyond In-tends' reasonable control including but not limited to industrial action (not involving In-tends' staff or those of its suppliers and/or contractors), war, fire, unforeseeable prohibition or legal enactment of any kind, or any act or omission by You.

11 A INDEMNITY

11A.1 In-tend shall fully indemnify and hold You harmless against any losses, damages, cost, charges, expenses and other liabilities (including without limitation, reasonable legal fees), whether foreseeable or not, incurred or sustained by or awarded against You as a result of or in connection with:

- 11A.1.1 any claim or action that the Software infringes the intellectual property rights or any other proprietary or equitable right of a third party;
- 11A.1.2 any claim or action for death or injury resulting from its own or that of its employees', agents' or subcontractors' negligence;
- 11A.1.3 any damage to Your tangible property resulting from the negligence of In-tend or of its employees, agents; and
- 11A.1.4 any loss or corruption of Your data including the costs and expenses associated with its recovery and/or reconstruction if and to the extent that such loss is caused by or contributed to by any act, omission or breach of contract by In-tend.

11 B CONFIDENTIALITY, TRANSPARENCY AND DATA

Each party shall comply with its obligations under current legislation.

12 GENERAL

12.1 You may not novate, assign or purport to assign (or otherwise transfer or purport to transfer) this Agreement or any of Your rights and obligations

under it. In addition, You may not grant sub-licenses under the license granted to You at clause 1 above, except without express permission of In-tend.

12.2 This Agreement is assignable by In-tend, and In-tend may also sub-contract any of its obligations under this Agreement as it sees fit (provided that it remains responsible to You for any acts and omissions of its sub-contractors).

12.3 Notices or other documents to be given under this Agreement shall be in writing and delivered by hand or sent by registered post to the party concerned at its address set out at the head of this Agreement or such other address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the Receiving Party.

12.4 No waiver by In-tend of any breach of this Agreement by You shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver must be in writing to effective.

12.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

12.6 By using the In-tend software You agree to the terms of this agreement. In-tend reserve the right to update this agreement at any time.

12.7 This Agreement embodies the entire understanding of the parties and overrides any prior promises, undertakings or representations. Nothing contained in this clause shall, however, operate to limit or exclude liability for fraud.

12.8 A person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

12.9 Where expressed written permission is required from In-tend, this may only be provided by an In-tend Executive Director.

12.10 This Agreement shall be construed under the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 2

Service Level Agreement

This is the Service Level Agreement between In-tend the “Customer”. In-tends’ warranty at clause 7.13 of the Agreement to which this is a Schedule applies to paragraphs 1-7 below.

1. Service Level Warranty. In-tend will use its commercially reasonable endeavors to provide availability of Services 99.999% of the time. If Customer is unable to utilise In-tend SaaS services for more than four continuous hours In-tend will credit your account a pro-rata hosting fee for the continuous duration of such failure to provide Services, provided that such credits will not exceed in aggregate the 50% of Subscription Fees otherwise due from the Customer for one (1) calendar month for failures in any one (1) calendar month. Failure to provide Services shall mean usage of In-tend is severely affected and classed as a Category 1 or 2 as defined in schedule 3, other than caused by regularly scheduled or emergency maintenance events, or Customer caused outages or disruption, or performance of Internet networks controlled by other companies, or traffic exchange points which are controlled by other companies, or blocking of data communications in contravention of any Acceptable Use Guidelines or for protection of the In-tend network or systems.

2. Notification. Customer must notify In-tend in writing within twenty one (21) business days from the time Customer becomes eligible to receive a credit in order to qualify to receive such credit. Failure to comply with this requirement will forfeit Customer’s right to receive a credit.

3. Limitation on Remedies. Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence. Service credits will not be payable by In-tend to the Customer in relation

to the Service Availability for faults or disruptions to the Service caused by any of the following:

- The fault, action or negligence of the Customer, its employees, agents or contractors;
- The Customer failing to comply with In-tends’ Standard Terms and Conditions;
- A fault in, or any other problem associated with, equipment connected on the Customer’s network, its employees, agents or contractors;
- Any event described in Clause 11 (Force Majeure) of In-tends’ Standard Terms and Conditions;
- A failure by the Customer to give In-tend information requested to assist in In-tend diagnosing a fault
- Maintenance during any Planned Outage
- Faults relating to your internet access
- Faults whereby temporary restrictions may have been placed by In-tend automated network protection systems.
- Faults related to contravention of any Acceptable use guidelines or in breach of this agreement.

The provision of Service credits shall be the sole and exclusive remedy for the failure to meet targets for the SaaS Hosting. In-tend shall have no additional liability to the Customer.

4. Disclaimer of Third Party Actions and Control. In-tend does not and cannot control the flow of data from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer’s connections to the Internet (or portions thereof) may be impaired or disrupted. Although In-tend will use commercially reasonable endeavors to take actions it deems appropriate to remedy and avoid such

events, In-tend cannot guarantee that they will not occur. The Customer shall have no claim for any service credits, breach of contract or otherwise in respect of any such period of non-availability.

5. In-tend reserves the right to suspend or cancel all or any of the Services for legal or regulatory reasons. Wherever possible, In-tend shall provide notice of such matters. The Customer shall have no claim for service credits, breach of contract or otherwise in respect of any such period of non-availability.

6. The Customer accepts that computer and telecommunication systems are not fault free and may experience or require occasional periods of downtime (during which some or all of the Services will not be available) whether for repair, maintenance, upgrading or otherwise, and In-tend cannot guarantee uninterrupted availability. In-tend will use all reasonable endeavors to minimise such periods of non-availability. The Customer shall have no claim for any service credits, breach of contract or otherwise in respect of any such period of non-availability. The Customer shall have no claim for any service credits, breach of contract or otherwise in respect of any such period of non-availability.

7. Other Networks: Approval and Usage. The Services provide the Customer with the ability to transmit data beyond the Network, through other networks, public and private. Use of or presence on other networks may require approval of the respective network authorities and will be subject to any acceptable usage policies such networks may establish. Customer will not hold In-tend responsible for, and In-tend will not be liable for, such approval or for violation of such policies, however caused, other than to the extent that such exclusion is prohibited by applicable law. Customer understands that In-tend does not own or control other networks outside of the Network, and In-tend is not responsible or liable and does not accept liability for performance (or non-performance) within such networks or within interconnection points between the Services and other networks that are operated by third parties.

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Schedule 3

Software Support Policy

In-tend sell a suite of software to Clients including:

In-tend An end to end procurement management system.

It is often the case that In-tends' software is mission-critical either to a client's whole operation, or to a division or department. Thus In-tend places the highest priority on documenting its support policy and monitoring performance against that policy. All support cases need to be logged via In-tend Support for recording in In-tends' case management system (In-manage), not directly to Sales or Training personnel.

Organisation of the support function

In-tend has a dedicated support team. Acceptable paths for reporting support cases are via Telephone +44 (0)114 407 0065 (Calls are recorded for training and monitoring purposes); email support@in-tend.com, or online via <https://support.in-tend.com>

In the event that In-tend support place an outgoing call to aid with the resolution of a case all calls are recorded for training and monitoring purposes.

Standard support is available between the hours of 8:30 and 17:00 GMT Monday and Friday excluding English public holidays. Additional extended support hours are available as a premium on request.

In-tend require the client to nominate two support contacts. It is the experience of In-tend that the bulk of support calls from a widespread user base relate to data and "how to" calls rather than system problems. These can be filtered out by the client nominating an in-house team of "super-users 'System Administrators'" who offer the first line of internal support to users in the field. The super-users contact In-tend if they are unable to resolve problems. The importance of this arrangement is that In-tends' support is concentrated on

appropriate problems rather than being dispersed.

It is extremely helpful in being able to respond urgently to support problems if In-tend personnel and their nominated representatives where appropriate are granted remote access to the client's system. This will be obtained in writing from You.

In-tend support allocation for methods of contacting In-tend for support

E-mail	In-tend will respond to all support e-mails in which the order they are received and are allocated to support personnel for processing. We endeavour to action all support emails within 2 business days.
Telephone	In-tend operate a support phone queue system. If agents are busy on other calls you will be placed within a holding queue which will be answered in a chronological order. Call announcements for your queue progression are made. Once answered your support request will be processed and actioned according to category level or redirected to appropriate department for processing within In-tend if required.

Prioritisation of calls

Problems will be prioritised as follows:

Category 1	The In-tend software used by the client is not functioning at all.
Category 2	A module or feature of the In-tend software is not functioning, and there is no short-term work around available.
Category 3	As category 2, but there is short-term work around
Category 4	"How to" calls. Minor problems with little impact on either the software's functionality or the client's operations. Suggested changes to the software.

On initial contact In-tend will raise a support case where by a unique ticket reference number will be assigned which can be referenced for future communication against the case. New unrelated cases will be assigned further unique ticket references and will be actioned independently.

In-tend response classifications

Category 1	The client will be contacted with a solution/ report of progress
Category 2	The client will be contacted with a solution/ report of progress
Category 3	The client will be contacted with a solution/ report of progress
Category 4	“How to” cases will be resolved as soon as practicably possible. In respect of other items, the client will be advised of the proposed response case by case. Training may be promoted whereby it is apparent that the user is unaware of the available system functionality, and the system user may be passed to the internal System Administrator where internal processes have not been followed in respect of buyers/users nominated to contact the support helpdesk. All Your suppliers will be assisted, however please note that forgotten account/unlocking, procurement based requirements are the responsibility of You to resolve. It is Your responsibility to ensure that you have the expressed written permission of Your supplier base to include in any opportunities and to comply with Your requirements under GDPR legislative requirements.

Client response times

The same response times apply to the client where In-tend personnel, in the course of investigating a problem has asked the client to undertake an action or provide information. If the client has not responded (either with an answer or progress report) within two working days of In-tends’

request, then In-tend may without further reference to the client treat the item as closed.

Escalation

The name of the person(s) on the Supplier’s staff to which unresolved problems should be escalated are listed below and in the following order:

1st Support Team Leader - Via +44 (0) 114 407 0065 and/ or support@in-tend.com For emails, please use the following Subject Line “SUPPORT TEAM LEADER ESCALATION <INSERT TICKET NUMBER>”

2nd Chief Compliance Officer - Via Support Team Leader

3rd CEO - Via Chief Compliance Officer

Please ensure Support Unique Ticket reference numbers are quoted on all correspondence.

Product updates (“Releases”)

System upgrades and maintenance will be conducted (in the main when non-essential) overnight or at weekends wherever possible. Scheduled maintenance times will be notified in advance and a message placed on Your portal. You must allow In-tend to upgrade your software at the times specified by In-tend.

New modules, re-configuration, project management, re-branding and any bespoke changes to the software are all chargeable. Please contact support@in-tend.com in the first instance with your requirement.

Schedule 3 – Service Level Agreements (Availability of Software and Responsiveness)

	Category	Availability		Response	Outcome
1	Availability of Software	The Software shall be Available $\geq$ 99% of the time during Core Hours during the relevant Service Period and $\geq$ 98% outside of Core Hours during the relevant Service Period with the exception of planned maintenance or situations arising outside of In-tends reasonable control.		N/A	N/A
2	Category 1 and 2 service failure (as defined in Schedule 3)	The Contractor target resolution of the Software $\leq$ 4 hours following the receipt of a notification that a Category 1 or 2 service failure has occurred during the Core Hours. Excluding planned maintenance or situations arising outside of In-tends reasonable control.		Receipt of notification of a Category 1 or 2 service failure by You	Restoration of the Software so that the Software can be used by You
3	Category 3 service failure (as defined above)	The Contractor target resolution for restoration of the Services $\leq$ 7 hours following the receipt of notification that a Category 3 service failure has occurred during the Core Hours. Excluding planned maintenance or situations arising outside of In-tends reasonable control.		Receipt of notification of a Category 3 service failure by You	Restoration of the Software so that the Software can be used by You

“CORE HOURS” ARE 8.30AM TO 5.00PM MONDAY TO FRIDAY
EXCLUDING ENGLISH PUBLIC HOLIDAYS

“Service Period” is one calendar month

AVAILABILITY IS AS FOLLOWS:-

- 1) In-tend shall measure the Availability of the Software
- 2) The Software shall be Available (and "Available" shall be

interpreted accordingly) when:

- 1) You are able to access and utilise the functions of the Software
- 2) The Software is able to process Your Data
- 3) Availability shall be measured as a percentage of the total time in a Service Period.

Annex 1

Data Protection Policy

- 1.1 For the purposes of a Contractual Agreement, the parties acknowledge that “You” shall be Controller and In-tend shall be Processor, processing Personal Data (forming part of Your data) on Your behalf.
- 1.2 In respect of any processing of Personal Data that In-tend undertakes for and on behalf of You in accordance with this Agreement, In-tend shall:
 - (a) process such Personal Data only:
 - (i) for the purpose of performing its obligations under this Agreement; and
 - (ii) for such other purposes as may be expressly instructed by or agreed with You as otherwise notified in writing from time to time; and
 - (iii) in accordance with the Data Protection Legislation
 - (b) taking into account the nature of the processing, implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - (c) not otherwise modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of You;
 - (d) maintain up to date records of its processing activities performed on behalf of You which shall include the categories of processing activities performed as set out in a Data Processing Register, information on cross border data transfers and a general description of security measures implemented in respect of processed data;
 - (e) keep the Personal Data separate from any data it processes on behalf of any other third party (including but not limited to business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such security measures);
 - (f) assist the Controller in its compliance with its obligations under Data Protection Laws in respect of notifying Personal Data Breaches to the Supervisory Authority and affected Data Subjects, insofar as it is able taking into account the nature of the processing and the information available to the Processor;
 - (g) ensure that only those personnel who need to have access to the

Personal Data are granted access to such Personal Data (and only for the purposes of the performance of this Agreement) and that all of the personnel required to access the Personal Data;

- (h) are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this schedule;
- (i) not appoint a sub-processor without the prior written consent of You, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which includes the same terms set out in this schedule in relation to In-tends' processing obligations;
- (j) not transfer Personal Data to a country or territory outside the United Kingdom and European Economic Area except with the prior written consent of You;
- (k) notify You within 2 business days if it receives any: (i) request from a Data Subject to access that Data Subject's Personal Data; (ii) complaint or request relating to the Data Protection Legislation; and / or (iii) correspondence from a Supervisory Authority;
- (l) notify You in the event it becomes aware (and no later than 24 hours after becoming aware) of any Personal Data Breach, breach of the Data Protection Legislation, or this schedule;
- (m) unless otherwise required by Data

Protection Legislation, In-tend shall return or delete, at Your sole discretion, all Personal Data upon the termination of the processing activities carried out under this Agreement, and promptly provide You with a confirmation in writing that it has done so; and

- (n) permit without charge, on an annual basis, and / or where You becomes aware of a data breach of alleged breach of the Data Protection Legislation by In-tend, reasonable access by You to all records, files, tapes, computer systems, or any other information howsoever held by In-tend in respect of In-tends' activities pursuant to the contract for the purposes of reviewing compliance with this schedule and / or the Data Protection Legislation.

1.3 The provisions of this schedule shall survive termination or expiry of this Agreement.

Annex 2

Acceptable and Fair Use Policy

The In-tend suite of software and hosting services may not be used for any of the following:

- The upload, transmission or receipt of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material;
- The upload, transmission or receipt of material which is designed or likely to cause annoyance, inconvenience or needless anxiety;
- The upload, transmission or receipt of defamatory material;
- The upload or transmission of material that infringes the copyright of another person;
- The upload or transmission of unsolicited commercial or advertising material;
- The upload or transmission of any otherwise illegal material;
- Unauthorised access to a portal via a colleague or suppliers' registered user name/password;
- Utilising the system for mass emailing suppliers for non-direct project associated tendering/contract management purposes.
- Activities with any of the following characteristics:
 1. wasting staff effort whereby In-tend staff are involved in the support of the suite of software;
 2. corrupting or destroying other users' data;
 3. violating the privacy of other users;
 4. disrupting the work of other users;
 5. using In-tend in a way that denies service to other users; for example, deliberate use of the portal for non-procurement related activities via mass email (a charge may apply);
 6. attempting to deliberately introduce "viruses" via non-scanned documentation upload, or internal or external networked hacking attempt/s

In-tend do not allow third party penetrations tests, system security scans and/or audits without the expressed written permission of In-tend, as defined at clause 12.9.

This document is valid as of 25/03/2024 but may be subject to change. To ensure you have access to the latest version of our Service User Agreement, please click on the following link. Alternatively, please copy and paste this link into your internet browser.

<https://support.in-tend.co.uk/licenses/622e9394-e009-4492-9c61-5cd2d0c88940.pdf>